



# DATA SHARING AGREEMENT

This Data Sharing Agreement (the “Agreement”) is made between \_\_\_\_\_ (“Provider”) and the Lewisville Independent School District (the “District”). The District and Provider will be collectively referred to as the “Parties.”

## 1. DEFINITION, USE, AND TREATMENT OF DATA.

- A. “Data” shall include, but is not limited to, the following: student data, metadata, user content, course content, materials, and any and all data and information that the District (or any authorized end user(s)) uploads or enters through its use of the product. “Data” specifically includes all personally identifiable information in education records, directory data, and other non-public information.
- B. The District owns and retains all rights, title, and interest to, or has appropriate possessory rights in, Data. Provider makes no claim of license, title, or ownership to or in Data.
- C. All Data accessed or used by the Provider shall at all times be treated as confidential by Provider and shall not be copied, used, or disclosed by Provider for any purpose not related to providing services to or for the District. As outlined in more detail below, Provider acknowledges that personally identifiable information is protected against disclosure by Federal and State Statutes and Regulations, and Provider agrees to comply with said statutes and regulations.

## 2. PURPOSE, SCOPE, AND DURATION.

- A. For Provider to provide services to the District it may become necessary for the District to share certain Data related to the District’s students, employees, business practices, and/or intellectual property.
- B. The Parties acknowledge that the District is subject to the Family Educational Rights and Privacy Act (20 U.S.C. 12332(g)) (“FERPA”), which federal law and supporting regulations generally address certain obligations of an educational agency or institution that receives federal funds regarding disclosure of personally identifiable information in education records. The Parties agree that Provider is a “school official” under FERPA and has a legitimate educational interest in personally identifiable information from education records because Provider: (1) provides a service or function for which the District would otherwise use employees; (2) is under the direct control of the District with respect to the use and maintenance of education records; and (3) is subject to the requirements of FERPA governing the use and redisclosure of personally identifiable information from education records.
- C. The Parties further acknowledge that the Provider may be subject to Subchapter D to Chapter 32 of the Texas Education Code, which protects and restricts use of certain student information, to the extent that it applies to the information provided to Provider by the District under this Agreement.
- D. The parties expect and anticipate that Provider may receive personally identifiable information in education records from the District only as an incident of service or training that Provider provides to the District pursuant to this Agreement. Provider shall be permitted to use any such personally identifiable information in education records as a function of performing its duties and obligations. Provider represents that it shall not use or further disclose any personally identifiable information in education records other than as a function of performing its duties and obligations.
- E. This agreement becomes effective immediately upon the date of execution and shall remain in effect during the time that Provider provides services to the District. Provider agrees to use said Data solely for the purposes of providing services to the District.



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- F. At the conclusion of this agreement, or when the Data are no longer needed for the specified purpose, Provider agrees to destroy or transfer to the District all Data relating to the District or its students that Provider may have in its possession or in the possession of any subcontractors or agents to which the Provider may have transferred Data.
3. **DATA COLLECTION.** Provider will only collect Data necessary to fulfill its duties as outlined in this Agreement.
  4. **DATA USE.** Provider will use Data only for the purpose of fulfilling its duties, providing services, and improving services under this Agreement.
  5. **MARKETING AND ADVERTISING PROHIBITED.** Provider shall not use any Data to advertise or market to students, their parents, or District employees or officials.
  6. **ACCESS.** Any Data held by Provider will be made available to the District immediately upon request by the District.
  7. **SECURITY CONTROLS.** Provider shall take all reasonable measures to store and process Data. This includes implementing appropriate administrative, physical, and technical safeguards to secure Data from unauthorized access, disclosure and use.
  8. **NOTIFICATION OF DATA BREACH.**
    - A. When Provider becomes aware of a disclosure or security breach concerning any Data covered by this Agreement, Provider shall immediately notify the District and take immediate steps to limit and mitigate the damage of such security breach to the greatest extent possible.
    - B. The Parties agree that any breach of the privacy and/or confidentiality obligation set forth in the Agreement may, at the District's discretion, result in the District immediately terminating this Agreement.
  9. **TERMINATION.** The District may terminate this agreement at any time at its discretion upon written notification to Provider. In the event of such termination, Provider shall destroy or transfer Data pursuant to Section 2.F. herein. Termination of this Agreement does not necessarily negate other agreements entered into by the Parties.
  10. **SEVERABILITY.** The provisions of this Agreement are severable. If a court of competent jurisdiction determines that any portion of this Agreement is invalid or unenforceable, the court's ruling will not affect the validity or enforceability of the other provisions of the Agreement.
  11. **ENTIRE AGREEMENT, APPLICABLE LAW, AND VENUE.** This document states the entire agreement between Provider and the District with respect to its subject matter and supersedes any previous and contemporaneous or oral representations, statements, negotiations, or agreements. This Agreement is governed by the laws of the State of Texas. Venue shall lie in Denton County, Texas, for any dispute arising out of this Agreement.



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Select the appropriate option below:

- The Provider affirms that Data is collected by the Provider or shared between the Provider and the District, and the Provider agrees to abide by the terms of this Agreement.
- The Provider affirms that Data is not collected by the Provider or shared between the Provider and the District.

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**Provider**

**Lewisville Independent School District**

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*Signature of Authorized Representative*

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*Signature of Authorized Representative*

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*Printed Name*

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*Printed Name*

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*Position*

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*Position*

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*Date*

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*Date*