

INTERDEPARTMENTAL STUDENT DATA PRIVACY AGREEMENT

This Interdepartmental Student Data Privacy Agreement dated December 1, 2017 (hereinafter "Agreement") is by and between the following departments of the City of Cambridge ("City"), the City of Cambridge School Department ("School Department") and the City of Cambridge Public Library Department ("Library"). Pursuant to this Agreement, the School Department will provide the Library with the name of each kindergarten student attending a public school operated by the School Department along with the home addresses, home telephone numbers, and dates of birth of each such student for the specific and limited purpose of the Library providing a Library card to each such student, an institutional function and service, in order to allow kindergarten students who attend public schools operated by the School Department to have easier access to the Library's services ("the Services").

1. In the course of performing the Services, the Library will be provided the data referenced in the above introductory paragraph, which are considered confidential student records and/or confidential student record information that contain personally identifiable student records, data and/or personally identifiable information and other non-public information, including but not limited to student data, meta data and user content ("Data Files"). The School Department and the Library acknowledge and agree that this Agreement is for the purpose of sharing Data Files between the parties in a manner consistent with the Family Educational Rights and Privacy Act of 1974, 29 U.S.C. 1232g ("FERPA"), and any federal regulations promulgated thereunder, 34 CMR 99.00, et seq., and Massachusetts student record regulations, 603 C.M.R. 23.00, et seq. The Library further acknowledges and agrees that all copies of such Data Files, including any modifications or additions to Data Files or any portion thereof from any source, are subject to the provisions of this Agreement in the same manner as the original Data Files. The ability to access or maintain Data Files and/or any portion thereof under this Agreement shall not under any circumstance transfer from the Library to any other party. The School Department and the Library acknowledge and agree that this agreement does not govern any confidential information that the Library may obtain directly from the student and/or his/her parents/guardians (hereinafter "Library Data"), and that all Library Data is governed and managed in accordance with the Library's own data maintenance and privacy procedures.

2. The Library acknowledges and agrees that it will provide the Services. The Library further acknowledges and agrees that it shall adhere to the requirements set forth in both federal and state laws and regulations applicable to the use and re-disclosure of the Data Files or any portion thereof, including without limitation, any student data, meta data, user content or other non-public information and/or personally identifiable information contained within the Data Files. The Library also acknowledges and agrees that it shall not make any re-disclosure of any Data Files or any portion thereof, including without limitation, any student data, meta data, user content or other non-public information and/or personally identifiable information contained in the Data Files, without the express written consent of the School Department. Additionally, the Library agrees that only authorized employees of the Library directly involved in delivering the Services shall have access to the Data Files or any portion thereof, including without limitation, any student data, meta data, user content or other non-public information and/or personally identifiable information contained in the Data Files, and that CPL and its employees shall protect the confidentiality of the Data Files or any portion thereof, including without limitation, any student data, meta data, user content or other non-public information and/or personally identifiable information contained in the Data Files, in such a way that parties other than officials of the School Department and their authorized agents cannot identify any students.

3. The Library also acknowledges and agrees to:

- (i) use Data Files shared under this Agreement for no purpose other than in connection with and through the provision of the Services provided under this Agreement with the School Department.

- (ii) subject to any and all applicable laws, not copy, reproduce or transmit Data Files and/or any portion thereof, except as necessary to fulfill the Services.
- (iii) not provide any Data Files or any portion thereof to any party ineligible to receive student records and/or student record data and information protected by FERPA and any other appropriate federal laws and regulations and/or any appropriate state laws and state regulations or prohibited from receiving the Data Files or any portion thereof and/or any personally identifiable information from any entity under FERPA and/or any other appropriate federal and/or state laws and regulations.
- (iv) upon receipt of a request from the School Department, promptly provide CPS with any specified portion of the Data Files.
- (v) in the event of the Library and/or any of its subcontractors or agents to which the Library may have transferred Data Files or any portion thereof has technology or storage media that has failed and needs to be replaced or serviced, ensure that all Data Files or any portions thereof that are contained therein are sanitized, erased and/or otherwise destroyed. The Library also will provide CPS with written certification, including an inventory of its Data Files destruction, within fifteen (15) calendar days of any such occurrence.
- (vi) upon receipt of a litigation hold request from the Cambridge Law Department, immediately implement a litigation hold and preserve all documents and data relevant identified by the Cambridge Law Department and suspend deletion, overwriting, or any other possible destruction of documentation and data identified in, related to, arising out of and/or relevant to the litigation hold.
- (vii) not assign, subcontract or in any way transfer any interest in this Agreement without the prior written consent of the School Department.

4. The designated representative for the Library for this Agreement is:

Reinhard Engels
Manager of Information & Technology
Cambridge Public Library
449 Broadway
Cambridge, MA 02138
Phone: 857-235-9106
Facsimile: 617-349-4028
Email: rengels@cambridgema.gov

The designated representative for the School Department for this Agreement is:

Steve Smith
Chief Information Officer
Cambridge Public Schools
Information, Communications & Technology Services
459 Broadway
Cambridge, MA 02138
Phone: 617-349-3055
Facsimile: 617-349-6880
Email: ssmith@cpsd.us

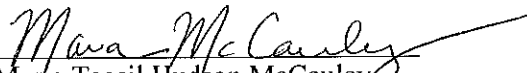
5. The Library represents that it is authorized to bind to the terms of this Agreement, all related or associated institutions, individuals, employees or contractors who may have access to the Data Files and/or any portion thereof, or may own, lease or control equipment or facilities of any kind where the Data Files and portion thereof stored, maintained or used in any way.

6. The terms and conditions of this Agreement may not be modified unless by such modifications are agreed to in a written document that is signed by both parties.

IN WITNESS WHEREOF, and in consideration of the mutual covenants set forth herein and for other good and valuable consideration, and intending to be legally bound, each party has caused this Agreement to be duly executed as a Massachusetts instrument under seal as of the day and year first written above.

CAMBRIDGE PUBLIC LIBRARY

CAMBRIDGE PUBLIC SCHOOLS


Mama Taesil Hudson McCauley
Director of Libraries

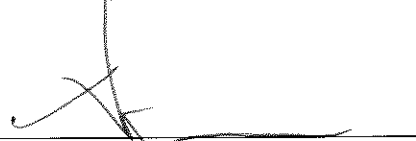

Claire Spinner
Chief Financial Officer

CITY MANAGER


Louis A. DePasquale

APPROVED AS TO FORM:

CITY SOLICITOR


Nancy E. Glowa