

\* entire contract is  
different from VI  
agreement

## STUDENT DATA/DATA BREACH SPECIAL TERMS AND CONDITIONS

This Student Data/Data Breach Special Terms and Conditions dated Jan 19<sup>th</sup>, 2016 (hereinafter "Agreement") is by and between Cambridge Public Schools ("CPS" or "Institution") and Pearson Education, Inc. ("Contractor" or "Pearson"), a contractor performing institutional services and functions who may receive student data in performing those services and functions.

### A. Definitions

1. "Applications" means the following Pearson online science course applications: Pearson SuccessNet.
2. "Course" means one or more of the discrete course products provided through the Applications to Users for the educational purposes of the Institution as ordered by the Institution.
3. "Course Data" means User data collected or generated through the use of the Applications in connection with specific Courses, to the extent such data contains or is otherwise associated with a User's Personal Information. Course Data may include many components, but will generally include student responses to interactive exercises, assignments or assessments, scores or comments input by instructors with respect to each student, User posts, assignments, emails, and any other content uploaded by Users in connection with their use of Courses.
4. "Disassociated Data" means any data collected or generated in the course of providing the Applications to Users which (i) does not contain or is not otherwise associated with Personal Information (as defined below), and/or (ii) has been otherwise permanently disassociated from Personal Information for the purposes such as research and product development. Examples of such data may include learning analytics (such as disaggregated records of student scores or other indicia of student performance), usage analytics (time spent, what content is accessed, etc.) or any other data relating to the use of the Applications that does not contain and/or is not associated with the User's Personal Information.
5. "Personal Information" or "PII" means any information that the User provides or that Pearson collects in connection with the Applications which personally identifies, or may reasonably be used to ascertain the identity of, the User to whom such personal information pertains without the use of additional data. Pearson will not collect User social security numbers, or any other governmental or institutional identification numbers except to the extent that the Institution or instructor requires such disclosures through the use of Application settings outside of Pearson's control. Pearson will not collect protected health or financial information from Users in connection with the Applications provided to CPS.
6. "User" means any end user of the Courses provided through the Applications provided by Pearson who is enrolled as a student (or otherwise authorized by CPS to participate

in a particular Course) or employed as an instructor at CPS at the time of registration and has lawfully accessed the Applications.

7. "User Account Data" means the Personal Information submitted for Initial set up of an user account for use of the Application by each User. Personal Information is limited to the following information: a User's name, email address, school, course identifier, and user-selected user name and password. CPS may register Users with an alias identity to avoid associating personal identity with the data collected through use of the Applications.

**B. Terms**

1. Contractor and CPS have contracted for the Contractor to provide the Applications to CPS and act as a "school official" as defined by FERPA in connection with the educational purposes of this Agreement. In the course of providing the Applications, Contractor may have access to confidential student records and/or confidential student record information that contain personally identifiable student records, data and/or information contained in the Course Data. CPS and Contractor acknowledge and agree that this Agreement is to confirm that such access will be in a manner consistent with the Family Education Records Privacy Act of 1974 ("FERPA") and Massachusetts student records regulations, 603 C.M.R. 23.00 ("State Regulations"). Any Personal Information that Pearson collects and retains in the course of providing the Applications is limited to that which is reasonably necessary for the purposes of developing, distributing hosting, maintaining and supporting the Applications and use of the Applications by the Users. Pearson will not rent or sells Personal Information or use it for direct marketing to Individual students. Contractor further acknowledges and agrees that all copies of the Course Data and User Account Data, including any modifications or additions to data from any source that contains personally identifiable information regarding Individual students, are subject to the provisions of this Agreement in the same manner as the original Course Data and User Account Data. Institution agrees that it is responsible to obtain any legally required consents related to the collection, use, processing of Personal Information by Contractor through the Applications.
2. Pearson agrees to abide by the limitations and requirements imposed on school officials with respect to the Personal Information contained in the Course Data and to use it solely for educational purposes in accordance with this Agreement. Pearson employs numerous measures to ensure that Personal Information related to Courses ("Course Data" as defined under this Agreement) is collected and stored in manner consistent with The Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99), by, for example, implementing reasonable data security policies to protect the confidentiality of Personal Information, limiting the collection, use and disclosure of Course Data to that which is reasonably necessary to fulfill the legitimate educational purposes of the Institution, and employing strict limitations on the re-disclosure of Course Data. Specifically, Course Data may be disclosed only as reasonably necessary to fulfill the legitimate educational purposes for which it was collected, and only to third parties who employ reasonable data security measures and are contractually bound by the same protective limitations that constrain Pearson's original collection of such

Course Data. Subject to the foregoing, disclosure of Course Data shall be limited to the following:

- a. To affiliates, agents or authorized vendors of Pearson for the limited purposes of supporting, maintaining, or distributing Courses;
  - b. In connection with corporate mergers or asset transfers by which ownership and control over the Applications and their operation is assumed by a successor organization subject to the same terms same terms governing Pearson's use and protection of Course Data and in the event of any such corporate merge or asset transfer Pearson would seek to secure the consent of CPS to the provision of student personally identifiable information to the successor organization;
  - c. To the Institution and/or law enforcement authorities for the limited purpose of facilitating the reasonable investigation of suspected User misconduct that threatens to compromise the integrity or security of the Applications or the data contained therein, violates the policies or procedures of the Institution and/or is otherwise illegal;
  - d. As may be required by law or compelled by a court of law or governmental entity that has the power and jurisdiction to legally compel Pearson and/or the Institution to disclose such information, provided that Pearson will make reasonable efforts to promptly notify the Institution of any legal order to disclose Personal Information unless otherwise prohibited from doing so under such order;
  - e. As otherwise requested or directed by the Institution.
3. Pearson collects and maintains User Account Data separately from Course Data. Pearson treats Account Data as confidential, protects it in the same manner as it protects the Course Data. The User Account Data is used solely for educational purposes to provide Users with access to Pearson courses. If Institution desires Pearson to inactivate the User Account, Institution will so advise Pearson and Pearson will decommission the User Account as soon as practicable.
  4. Pearson reserves all rights to the Disassociated Data, as defined here, derived from or generated by the Users of the Applications and may collect, use, retain and transfer Disassociated Data at its own discretion for any purpose.
  5. Contractor agrees to:
    - (i) Use commercially reasonable methods to protect the Personal Information from redisclosure, and to not share Personal Informal with any other entity except as otherwise permitted by this Agreement or authorized by the Institution.
    - (ii) Not copy, reproduce or transmit the Personal Information, except as permitted by this Agreement.

- (iii) Notify the Chief Information Officer for CPS in writing promptly after determining that it has experienced a data breach or unauthorized acquisition or use of any Personal Information. Contractor agrees that said notification shall include, to the extent feasible, the date or approximate dates of such incident and the nature thereof, the specific scope of said breach (i.e., what data was accessed, used, released or otherwise breached, including the names of individual students that were affected by said breach) and what actions or steps with respect to the incident that Contractor plans to take or has taken in response to said breach.
- (iv) Not provide any Data Files or any personally identifiable data contained therein Course Data to any party ineligible to receive student records and/or student record data and information protected by FERPA and State Regulations or prohibited from receiving personally identifiable from any entity under 34 CFR 99.31(a)(6)(iii).
- (v) To maintain regular backup copies, generally backed up at least daily, of Course Data and User Account Data in case of Contractor system failure or any other unforeseen event resulting in loss of Data Files.
- (vi) To, upon receipt of a litigation hold request from CPS, immediately implement a litigation hold and preserve all documents and data relevant identified by CPS 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) Comply with all applicable federal and state laws and rules and regulations which may apply to the receipt, storage, maintenance or access to Personal Information.
- (viii) If Personal Information is stored on a laptop or other mobile electronic device, encrypt all such devices.
- (ix) Dispose of all media and hard copies containing Personal Information in a secure manner.
- (x) To maintain the means to wipe the hard drive on any stolen laptop or mobile electronic device remotely.
- (xi) Employ redundant, securely configured firewall protection and/or comparable mechanisms to prevent intrusion which are monitored and tested regularly.

(xii) Utilize comprehensive security monitoring and remediation protocols and technology and intrusion and detection systems.

6. Institution will download any Course Data that the Institution wishes to retain before or at the conclusion of a Course. Pearson will alert CPS by an email to the Course instructor to export Course Data at or near the conclusion of the Course that it will have thirty (30) days after the conclusion of the course to export Course Data. CPS will have thirty (30) days to export Course Data after the conclusion of a Course. The Course Data will become inaccessible through the Applications thereafter and be stored in inactive, secured archives until purged.
7. Contractor and CPS agrees that this Agreement shall control in the event that the terms of this Agreement conflict in any way with any other agreement between Contractor and CPS, as well as any privacy policy, license or acceptable use policy related to the Application.
8. Pearson agrees that upon receipt of a litigation hold request from CPS to reasonably assist and work with CPS regarding any litigation hold request applicable to Course Data during the pendency of a course and of in the thirty (30) days after the conclusion of the course.

IN WITNESS WHEREOF, the parties have executed this Agreement, which shall be considered an addendum to the Agreement under which Contractor has agreed to provide the Applications to CPS.

PEARSON EDUCATION, INC.

By: 

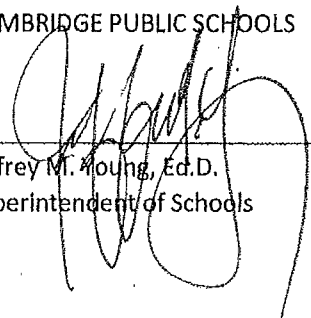
Doug Thennes

Name

VP Finance

Title

CAMBRIDGE PUBLIC SCHOOLS

  
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Jeffrey M. Young, Ed.D.  
Superintendent of Schools