

**MEMORANDUM OF AGREEMENT BETWEEN  
GIVE A SUMMER AND  
CAMBRIDGE PUBLIC SCHOOLS**

This Memorandum of Agreement ("MOA") is made this 20th day of October of 2016 between Give a Summer, located at 24 Farwell Place, Cambridge, Massachusetts 02138, and the Cambridge Public Schools, a department of a municipal corporation organized under the laws of the Commonwealth of Massachusetts with a principal place of business at 159 Thorndike Street, Cambridge, Massachusetts ("CPS").

WHEREAS, the purpose of this MOA is to support and facilitate services and functions that augment CPS' work to expand middle school students access to summer and afterschool opportunities and to create innovative and effective strategies for information about such opportunities to be shared with schools, teachers and families.

NOW THEREFORE, in consideration of the mutual covenants set forth herein and for other good and valuable consideration, the receipt of which is hereby acknowledged, Give a Summer and CPS agree as follows:

1. **Responsibilities of Give a Summer:** Give a Summer shall be responsible for creating and designing a survey which CPS will administered to CPS middle school students through CPS-Google accounts and Give a Summer also shall be responsible for analyzing the data from the surveys that are administered to CPS middle school students about student participating in and challenges in accessing afterschool and summer opportunities ("Data Results"). Analysis of the Data Results will be done at grade, homeroom and school level and both the raw data, Data Results and a report will be prepared for CPS of the results of this analysis (hereinafter "Reports") which will help to inform and guide how CPS is able to support student engagement in out of school time programs, including helping CPS determine which programs could be a good match for specific students so that CPS can then assist students and their families to complete the necessary steps to register and enroll in appropriate program(s). Give a Summer further agrees that all data from the surveys and Data Results shall be used for no purpose other than the analysis and completion of the Reports for CPS and that all Data Files, all data from the survey and Data Results shall be destroyed upon completion of its analysis for CPS and provision of said Reports to CPS.

Give a Summer designates the following individual as the point person to contact with respect to any and all day-to-day operational concerns relating to these responsibilities:

Ramon Gonzalez  
President and Director  
Give a Summer  
24 Farwell Place  
Cambridge, MA 02138

2. **Responsibilities of CPS.** CPS shall be responsible for providing the following information for all middle school students so that Give a Summer can pre-populate this information into the online survey that will be administered to all CPS middle school students: student name, student identification number, homeroom, grade and school ("Data Files"). The online survey will be uniquely designed for each school's grade levels, and that grade's homerooms plus the specific names of those students in each of the homerooms, will be the only data that is pre-populated on each survey.

CPS designates the following individual at the point person to contact with respect to any and all day-to-day operational concerns relating to these responsibilities:

Steve Smith  
Chief Technology Officer  
Information, Communications and Technology Services  
Cambridge Public Schools  
459 Broadway  
Cambridge, MA 02138  
Phone: 617-349-6830  
Facsimile: 617-349-6800  
Email: ssmith@cpsd.us

3. **Term of MOA.** This MOA shall be effective from August 1, 2016 through June 30, 2017. The MOA may be terminated by either party by written notice. However, the provisions of the Student Data Privacy Agreement shall survive and remain in full force and effect after any termination of this MOA.

4. **Compliance with CPS Policies and Procedures and Federal and State Law.** Give a Summer agrees that it and its staff shall be required to keep themselves informed of and at all times compliant with CPS' rules and regulations as well as all local, state and federal laws, as then in effect, that may in any manner affect the work specified under this Agreement, including without limitation, (i) those policies and procedures concerning the rights and confidentiality of public school students and their families, and (ii) those policies and procedures regarding ensuring the health, safety and welfare of public school students and staff, including without limitation, emergency procedures.

5. **Confidential Information** Give a Summer agrees that it and its staff will comply with all rules and regulations regarding or relating to the release of confidential information, including without limitation, student records, student record information, Data Files, data from the surveys and Data Results, in connection with the provision of services under this MOA. Give a Summer further agrees that it shall instruct its staff not to publish, disseminate or otherwise release any confidential information without first obtaining review and written approval of CPS and the affected individuals. Additionally,

Give a Summer agrees that it and its faculty and staff will comply with the Student Data Privacy Agreement that is attached hereto at **Exhibit A**, which is incorporated by reference as if fully set forth herein.

6. **Withdrawal of Staff.** After consultation with the President and Director of Give a Summer, CPS may require Give a Summer to withdraw any staff of Give a Summer whose conduct or work may have a detrimental effect on CPS' public school students or their families and/or CPS staff; is required by law; or is deemed by CPS as necessary to protect the health safety or welfare of the CPS' public school students, their families, CPS staff and/or other individuals.

7. **Publication of Field Studies or Research.** Give a Summer agrees that any publications, including without limitation special reports or other articles, studies and/or research (collectively referred to as "Special Reports"), related to or arising out of this MOA shall not include any student record information and/or personally identifiable information of students. Give a Summer further agrees that the Special Reports shall exclusively be for the purpose of developing, validating and administering predictive tests related to access to after school, out of school and summer program opportunities and for the purpose of improving instruction by teachers, counselors and school officials to help schools better support student access to after school, out of school and summer opportunities towards aiding the overall success of students for CPS. Give a Summer further agrees it shall not publish or publically release individual student responses, that it will not publish or publically release the Reports, survey results, Data Results or supporting raw data from the Reports prepared for CPS. Give a Summer further acknowledges and agrees that any Special Reports that it publishes will only be based upon its Reports prepared for CPS and that any such Special Reports will include only anonymized examples of its work product with its findings anonymized to not identify any particular school, any students, any parents/guardians and/or or the school district in order to maintain the confidentiality of students and their parents/guardians. Give a Summer further agrees that all data, including without limitation, any anonymized data, will be destroyed in accordance with the requirements of the Student Data Privacy Agreement that are attached and incorporated into this Agreement by reference.

8. **Not Employees of CPS.** Give a Summer and CPS agree that its staff assigned to or working within any CPS facility shall not be construed, deemed or otherwise held to be employees, servants or agents of CPS. Give a Summer and CPS further agree that any of its staff assigned to or working within any CPS facility shall not be entitled to compensation or other benefits that ordinarily accrue to employees of CPS.

9. **Non-Discrimination Statement.** Neither Give a Summer nor CPS will discriminate against any person on the basis of sex, age, race, religion, national origin, sexual orientation, gender, gender identity, genetic information, ethnicity or disability in contravention of any applicable federal and state laws and regulations promulgated thereunder.

10. **Compliance with Law.** Both Give a Summer and CPS will comply with all local, state and federal laws, as then in effect, and all regulations and policies established by governmental agencies and accrediting bodies that may in any manner affect the work specified under this MOA.

11. **Best Efforts of Parties.** Both Give a Summer and CPS agree to use their best efforts to meet the timetable and responsibilities set forth under the terms of this MOA. The parties agree to schedule, at a minimum, one meeting during the mid-point of the term of this MOA and one meeting within one month of the expiration of the term of this MOA to review progress, performance of responsibilities and effectiveness of this MOA. If, despite their best efforts, any party is unable to perform the responsibilities as defined in this MOA, Give a Summer and CPS each agree to work together to come to a resolution that is mutually agreeable. Both Give a Summer and CPS further agree to work with local, state and/or federal agencies and/or authorities regarding the implementation of policies, plans and procedures relating to this MOA.

12. **Agreement of Parties.** This MOA constitutes the entire understanding and agreement between Give a Summer and CPS with regard to all matters herein. This MOA supersedes in the entirety any and all previous agreements, whether written or oral, between the parties.

13. **Amendment of MOA.** This MOA may be amended only in writing signed by all parties hereto. Any request for amendment to the MOA must be submitted in writing to the individuals identified below in paragraph 16.

14. **Notices.** All notices regarding either breach or termination of this MOA shall be given in writing by certified mail, postage prepaid, return receipt requested to the persons at the addresses set forth below. Notices will be deemed received three (3) business days after being sent by certified mail.

To CPS: Superintendent of Schools  
Cambridge Public Schools  
159 Thorndike Street, 3<sup>rd</sup> Floor  
Cambridge, MA 02141

To Give a Summer: Ramon Gonzalez  
President and Director  
Give a Summer  
24 Farwell Place  
Cambridge, MA 02138

The parties shall rely upon the addresses set forth above unless notified in writing of a change.

15. **Governing Law.** This MOA shall be governed by the laws of the Commonwealth of Massachusetts.

16. **Relationship of Parties.** Nothing herein shall create or be deemed to create any relationship of agency, association, joint venture, partnership, master/servant or employer/employee between CPS and Give a Summer. Neither party shall have the power to bind or obligate the other in any manner except as expressly provided in the MOA.

17. **No Assignment.** Give a Summer shall not assign, delegate, subcontract or in any way transfer any interest in this MOA without the written permission of both CPS and the School.

18. **Conflict of Interest.** The parties' attention is called to M.G.L.c. 268A (the Conflict of Interest Law). No party shall act in collusion with any other party, person or entity to circumvent such law.

19. **Indemnification** Give a Summer agrees to hold the City of Cambridge and CPS and any of its officers, agents and employees harmless from all suits and claims against them arising from breaches of Give a Summer's obligations under this MOA or any acts or omissions by Give a Summer's officers, agents, employees, faculty or anyone acting in connection with their performance under this MOA.

20. **Severability of Provisions.** If any provision of this MOA is declared or found to be illegal, unenforceable, or void, then both parties shall be relieved of all obligations under that provision. The remainder of the MOA shall be enforced to the fullest extent permissible by law.

21. **Waiver.** Any waiver, express or implied, by either party of any rights, terms or conditions of the MOA shall not operate to waive such rights, terms or conditions or any other rights, terms or conditions beyond the specific instance of waiver.

22. **Authority to Execute.** The person executing this Agreement below on behalf of Give a Summer represents and warrants that he/she is a duly authorized officer and agent of Give a Summer with full authority to execute this Agreement on its behalf.

IN WITNESS WHEREOF, the parties hereto execute this MOA through their duly authorized representatives as of 20th day of October, 2016.

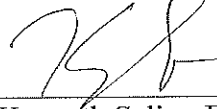
GIVE A SUMMER



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Ramon Gonzalez  
President and Director  
Give a Summer

CAMBRIDGE PUBLIC SCHOOLS



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Kenneth Salim, Ed.D.  
Superintendent of Schools

**Exhibit A**  
**STUDENT DATA PRIVACY AGREEMENT**

## STUDENT DATA PRIVACY AGREEMENT

This Student Data Privacy Agreement dated October \_\_, 2016 (hereinafter "Agreement") is by and between Cambridge Public Schools ("CPS") and Give a Summer, a non-profit organization located at 24 Farwell Place, Cambridge, Massachusetts ("Contractor"), a contractor performing institutional services and functions that will require student data to perform those services and functions. Give a Summer's mission is to expand youth access to summer program opportunities. It works with schools, communities and youth-serving organizations to help them understand where and why students are and are not able to access summer opportunities. With that understanding, it helps schools, communities and youth-serving organizations implement innovative, effective strategies to increase youth access to summer opportunities, and to support their in school and overall success.

Contractor and CPS have contracted for the Contractor to provide surveys for upper school students during the 2016-2017 school year in order to help increase the enrollment of high-risk students in summer programs. Contractor also will supplement the Cambridge Public School's efforts of supporting all, and particularly high-risk, 6th-8th graders' access to summer and afterschool opportunities by creating student surveys to administer to upper grade students, then to analyze the data collected by those surveys, and to create innovative ways for CPS to use this information to support schools, faculty, students and families ("the Services"), which are institutional services and functions, to CPS. In the course of performing the Services, Contractor will obtain 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"). More specifically, the Data Files will include all current middle school students:

- Student ID
- Student Name
- Homeroom
- Grade
- School

CPS and Contractor acknowledge and agree that this Agreement is for the purpose of sharing Data Files between the parties in a manner consistent with the Family Education Records Privacy Act of 1974 ("FERPA") and Massachusetts student record regulations, 603 C.M.R. 23.00 ("State Regulations"). The Data Files will be used by the Contractor and its employees to populate student data only for the purpose of delivering these Services. Contractor 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 Contractor to any other party.

1. Contractor acknowledges and agrees that it is providing institutional services or functions for CPS and that it is under direct control of CPS with respect to the use and maintenance of Data Files in connection with these Services. Contractor additionally acknowledges and agrees that at no point in time is the Contractor the owner of the Data Files. Ownership rights are maintained by CPS and CPS reserves the right to request the prompt return of any portion of the Data Files and/or all Data Files at any time for any reason whatsoever. Contractor further acknowledges and agrees that it shall adhere to the requirements set forth in both federal and state law regarding 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. Contractor 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 CPS. Additionally, Contractor agrees that only authorized employees of the Contractor 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 it 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 CPS and their authorized agents cannot identify any students.

3. Contractor 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 CPS.
  - (ii) use reasonable methods, including but not limited to, appropriate technical, physical and administrative safeguards, that reflects technology best practices and is consistent with industry standards, to protect the Data Files and/or any portion thereof from re-disclosure that is created, sent, received, stored, processed or transmitted in connection with the Services under this Agreement while the Data Files and/or any portion thereof contained therein is both at rest and in transit. Contractor further acknowledges and agrees to conduct periodic risk assessments and remediate any identified security and privacy vulnerabilities in a timely manner.

- (iii) not share the Data Files and/or any portion thereof received under this Agreement with any other entity without prior written approval from CPS and the prior written approval of the parent/guardian of the student or eligible student.
- (iv) not copy, reproduce or transmit the Data Files and/or any portion thereof, except as necessary to fulfill the Services.
- (v) not re-disclose, transfer or sell the Data Files and/or any portion thereof.
- (vi) not to use the Data Files and/or any portion thereof to market or otherwise advertise directly to students and/or their parents/guardians.
- (vii) not to use the Data Files and/or any portion thereof to inform, influence or guide marketing or advertising efforts or to develop a profile of a student or group of students for any commercial or other purposes.
- (viii) not to use the Data Files and/or any portion thereof contained therein for the development of commercial products or services.
- (ix) not to mine the Data Files and/or any portion thereof for any purposes other than those agreed to by the parties. Contactor further acknowledges that data mining or scanning of user content for the purpose of advertising or marketing to students or their parents/guardians is expressly prohibited.
- (x) notify the Chief Information Officer for CPS in writing within three (3) days of its determination that it has experienced a data breach, breach of security, privacy incident or unauthorized acquisition or use of any Data Files and/or any portion thereof contained therein. Contactor 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 Contactor plans to take or has taken in response to said breach. Additionally, Contactor agrees to adhere to all requirements in the Massachusetts Data Breach law and in federal law with respect to a data breach related to the Data Files, including, when appropriate or required, the required responsibilities and procedures for notification and mitigation of any such data breach. Contactor further acknowledges and agrees to have a written incident response plan that reflects best practices and is consistent with industry standards and federal and state law

for responding to a data breach, breach of security, privacy incident or unauthorized acquisition or use of Data Files or any portion thereof, including personally identifiable information and agrees to provide CPS, upon request, with a copy of said written incident response plan.

- (xi) 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 State Regulations or prohibited from receiving the Data Files or any portion thereof and/or any personally identifiable information from any entity under 34 CFR 99.31(a)(6)(iii).
- (xii) maintain backup copies, backed up at least daily, of Data Files in case of Contractor system failure or any other unforeseen event resulting in loss of Data Files or any portion thereof.
- (xiii) upon receipt of a request from CPS, immediately provide CPS with any specified portion of the Data Files within three (3) calendar days of receipt of said request.
- (xiv) upon receipt of a request from CPS, immediately begin the process of returning all Data Files over to CPS and subsequently erasing and/or otherwise destroying any Data Files, be it digital, archival or physical form, including without limitation any copies of the Data Files or any portions thereof that may reside in system backups, temporary files or other storage media and or are otherwise still in Contractor's possession and/or in the possession of any subcontractors, or agents to which the Contractor may have transferred Data Files or any portion thereof, in a manner consistent with technology best practices and industry standards for secure data disposal methods such that Contractor and/or any of its subcontractors or agents are no longer in possession of any student work belonging to CPS and to ensure that the Data Files cannot be recovered and are securely destroyed and to provide CPS with any and all Data Files in Contractor's possession, custody or control within seven (7) calendar days of receipt of said request. Contractor also will provide CPS with written certification, including an inventory of its Data Files destruction, and with written certification, including an inventory of all Data Files returned to CPS, within fifteen (15) days of its receipt of CPS request for destruction of Data Files.
- (xv) in the event of the Contractor's cessation of operations, promptly return all Data Files to CPS in an organized, manageable manner

and subsequently erasing and/or otherwise destroying any Data Files, be it digital, archival or physical form, including without limitation any copies of the Data Files or any portions thereof that may reside in system backups, temporary files or other storage media and or are otherwise still in Contractor's possession and/or in the possession of any subcontractors, or agents to which the Contractor may have transferred Data Files or any portion thereof, in a manner consistent with technology best practice and industry standards for secure data disposal methods such that Contractor and/or any of its subcontractors or agents are no longer in possession of any student work belonging to CPS and to ensure that the Data Files cannot be recovered and are securely destroyed. Contractor also will provide CPS with written certification, including an inventory of its Data Files destruction, and an inventory of all Data Files returned to CPS, within fifteen (15) days of Contractor's cessation of operations.

- (xvi) not use, disclose, compile, transfer, sell the Data Files and/or any portion thereof to any third party or other entity or allow any other third party or other entity to use, disclose, compile, transfer or sell the Data Files and/or any portion thereof.
- (xvii) in the event that the Contractor and/or any of its subcontractors or agents to which the Contractor may have transferred Data Files or any portion thereof has technology or storage media that has failed and needs to be replaced or serviced, to ensure that all Data Files or any portions thereof that are contained therein are sanitized, erased and/or otherwise destroyed. Contractor also will provide CPS with written certification, including an inventory of its Data Files destruction, within fifteen (15) days of any such occurrence.
- (xviii) delete CPS Data Files that it collects or receives under this Agreement once the Services referenced in this Agreement lapses.
- (xix) 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.
- (xx) upon receipt of a request from CPS, allow CPS to audit the security and privacy measures that are in place to ensure protection of the Data Files or any portion thereof.
- (xxi) cooperate fully with CPS and any local, state, or federal agency with oversight authority/jurisdiction in connection with any audit or investigation of the Contractor and/or delivery of Services to

students and/or CPS, and shall provide full access to Contractor's facilities, staff, agents and CPS Data Files and all records pertaining to the Contractor, CPS Data Files and delivery of Services to CPS. Failure to cooperate shall be deemed a material breach of the Contract.

- (xxii) not assign, subcontract or in any way transfer any interest in this Agreement without the prior written consent of CPS.
- (xxiii) seek prior written consent from CPS before using any de-identified CPS Data Files for internal product development and improvement and/or research. Contractor acknowledges and agrees that de-identified CPS Data Files is defined as data files that have all direct and indirect personal identifiers removed, including any data that could be analyzed and linked to other data to identify the student or the student's family members, including without limitation parents/guardians. This includes, but is not limited to, name, ID numbers, date of birth, demographic information, location data, and federal, state and/or local school identification numbers. Contractor also acknowledges and agrees not to attempt to re-identify de-identified CPS Data Files and not to transfer de-identified CPS Data Files to any party unless (a) that party agrees in writing not to attempt re-identification, and (b) prior written notice has been given to CPS who has provided prior written consent for such transfer.

4. Contractor certifies under the penalties of perjury that it complies with all federal and state laws, regulations and rules as such laws may apply to the receipt, storing, maintenance or access to personal information, including without limitation, all standards for the protection of personal information of residents of Massachusetts and maintaining safeguards for personal information. Contractor hereby further certifies under penalties of perjury that it has a written comprehensive information security program that is in compliance with the provisions of 201 C.M.R. 17.00 *et seq.* Further, the Contractor hereby certifies under the penalties of perjury that it shall fully comply with the provisions of the federal Family Educational Rights Privacy Act, 20 U.S.C. §1232g and regulations promulgated thereunder and Massachusetts student records law and regulations, including without limitation, 603 C.M.R. 23.00 *et seq.*, and to fully protect the confidentiality of any student data, meta data, user content or other non-public information and/or personally identifiable information provided to it or its representatives. Contractor further represents and warrants that it has reviewed and complied with all information security programs, plans, guidelines, standards and policies that apply to the work it will be performing, that it will communicate these provisions to and enforce them against its subcontractors and will implement and maintain any other reasonable and appropriate security procedures and practices necessary to protect personal information and/or student record information from unauthorized access,

destruction, use, modification, disclosure or loss. Contractor also represents and warrants that if 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, is to be stored on a laptop or other mobile electronic device, that such electronic devices are encrypted and that all such devices will be scanned at the completion of any contract or service agreement and/or research study or project to ensure that no personal information and/or student record information is stored on such electronic devices. Furthermore, Contractor represents and warrants that it has in place a service that will allow it to wipe the hard drive on any stolen laptop or mobile electronic device remotely and have purchased locks for all laptops and mobile electronic devices and has a protocol in place to ensure use by employees.

5. Contractor represents, warrants and agrees that its terms of service/terms and conditions of use, license agreement and/or privacy policies shall be amended as it relates to the Services as follows:

- (i) Any provision contained in the Contractor's terms of service, terms and conditions of use, license agreement and/or privacy policies regarding the City and/or CPS, as a user, to indemnify the Contractor are hereby deleted in their entirety.
- (ii) Any provision in the Contractor's terms of service, terms and conditions of use, license agreement and/or privacy policies that require that the City and/or CPS, as a user, to carry insurance coverage are hereby deleted in their entirety.
- (iii) Any provision in the Contractor's terms of service, terms and conditions of use, license agreement and/or privacy policies which specifically disclaim all implied warranties or warranties of merchantability, non-infringement and fitness for a particular purpose, the implied conditions of satisfactory quality and acceptance as well as any local jurisdictional analogues to the above and other disclaimers of implied or statutory warranties are hereby deleted in their entirety.
- (iv) Any provision in the Contractor's terms of service, terms and conditions of use, license agreement and/or privacy policies by which the City and/or CPS is specifically releasing the Contractor from liability are hereby deleted in their entirety.
- (v) Any changes that the Contractor may make, from time to time, to its terms of service, terms and conditions of use, license agreement and/or privacy policies, shall not apply to the terms of these Services unless the Contractor and City and/or CPS agree to such changes in writing.

- (vi) The laws of the Commonwealth of Massachusetts shall govern this Agreement and the parties agree to be bound by the laws of the Commonwealth of Massachusetts in the resolution of any dispute concerning any of the terms and conditions of this Agreement and consent to the jurisdiction of the United States Court for the District of Massachusetts and/or the trial courts of the Commonwealth of Massachusetts for any actions arising out of or related to this Agreement and any governing law and or choice of law provisions in the Contractor's terms of service, terms and conditions of use, and license agreement and/or privacy policies which are to the contrary are hereby deleted in their entirety.
  
- (vii) All rights, including intellectual property rights, shall remain the exclusive property of CPS and/or the student, as applicable, and Contractor as a limited, nonexclusive license solely for the purpose of performing its obligations as outlined in this Agreement. This Agreement does not give the Contractor any rights, implied or otherwise, to Data Files or any portion thereof, content or intellectual property, except as expressly stated in this Agreement. This includes, without limitation, the right to sell or trade the Data Files or any portion thereof. Any provisions to the contrary in the Contractor's privacy policy, terms of service, terms and conditions of use and/or license agreement are hereby deleted in their entirety.

6. The designated representative for the Contractor for this Agreement is:

Ramon Gonzalez  
Give a Summer  
24 Farwell Place  
Cambridge, Massachusetts

and

The designated representative for CPS for this Agreement is:

Steve Smith  
Chief Technology Officer  
Cambridge Public Schools  
459 Broadway  
Cambridge, MA

7. The Contractor shall be liable for any and all damages, costs and attorneys' fees which the City of Cambridge and CPS may incur as a result of any claims, suits and judgments against the City of Cambridge and CPS which arise out of the acts or

omissions of the Contractor, its employees, servants, representatives or agents during the term of this Agreement.

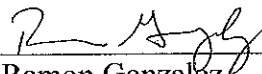
8. No delay or omission of CPS to exercise any right hereunder shall be construed as a waiver of any such right and CPS reserves the right to exercise any such right from time to time, as often as may be deemed expedient.

9. Contractor represents that it is authorized to bind to the terms of this Agreement, including confidentiality and destruction of Data Files and any portion thereof contained therein, 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.

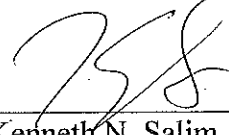
10. The terms and conditions of this Agreement may not be modified unless by such modifications are agreed to in a written document that is signed by both parties.

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.

GIVE A SUMMER

  
\_\_\_\_\_  
Ramon Gonzalez  
President and Director

CAMBRIDGE PUBLIC SCHOOLS

  
\_\_\_\_\_  
Kenneth N. Salim, Ed.D.  
Superintendent of Schools