

## Addendum

This Addendum ("Addendum") is executed as of \_\_\_\_\_, 2018 (the "Effective Date") and is entered into by between the Ellington Town School District, a public school district (the "District") and \_\_\_\_\_, having a principle place of business at \_\_\_\_\_ (the "Service Provider").

**WHEREAS**, the District and the Service Provider are parties to a purchase order, agreement for services or other contractual arrangement (hereinafter collectively referred to as the "Contract"), whereby Service Provider delivers to the District certain services, products, goods or assistance.

**WHEREAS**, the District desires to either engage or continue to engage, through a renewal of a Contract, the Service Provider's services, which may include the provisioning, storage, maintenance, access or receipt of student information, student records or student-generated content;

**WHEREAS**, as a public school district, the District is subject to the Connecticut General Statutes and, more particular, *Public Act No. 16-189 An Act Concerning Student Data Privacy*, as may be amended or updated from time to time (the "CT Student Data Privacy Law");

**WHEREAS**, as per the CT Student Data Privacy Law, Service Provider is a "Contractor";

**WHEREAS**, CT Student Data Privacy Law Service requires Service Provider to comply with certain obligations and provisions more clearly defined in Section 2 of the CT Student Data Privacy Law;

**WHEREAS**, to the extent the District and Service Provider has a Contract currently, the parties desire to addend the terms in the Contract in order to satisfy the requirements of the CT Student Data Privacy Law; and,

**WHEREAS**, to the extent the District and Service Provider are contemplating a transaction under a new Contract as of the date first noted above, the parties desire to add the terms of such new Contract in order to satisfy the requirements of the CT Student Data Privacy Law.

Now therefore, the District and Service Provider desire to addend the Contract as set forth above in order to satisfy the requirements of the CT Student Data Privacy Law as follows:

1. "Student-Generated" Content Ownership. "Student records" and "student-generated content" are not the property of or under the control of the Service Provider;
2. Deletion Request. Upon written notification to the Service Provider, the District may request the deletion of "student information", "student records" or "student-generated content" in the possession of the Service Provider. Service Provider agrees to immediately destroy and/or permanently delete such information and to certify such destruction in writing to the District, by an empowered officer or director of the Service Provider;
3. Authorized Use of Information. Service Provider shall not use "student information", "student records" or "student-generated content" for any purposes other than those authorized pursuant to the Contract;
4. Access to Information. Upon written request to Service Provider, Service Provider agrees to promptly permit access to a student, parent or legal guardian of a student may review personally identifiable information contained in "student information", "student records" or "student-generated content". To the extent such information contains any erroneous information, the Service Provider shall update and correct the information as per the written request of a student, parent or legal guardian of a student.

5. Confidentiality Obligation of Service Provider. Service Provider shall use best efforts and take all reasonable actions designed to ensure the security and confidentiality of student information”, “student records” or “student-generated content”;
6. Breach Notification Process Regarding Student Information. In the event of an actual or possible breach of security that results in the unauthorized release, disclosure, or acquisition of “student information”, “student records” or “student-generated content” (a “Breach”), Service Provider will notify the District of such Breach as soon as is practicable but in no event later than 5 business days following the actual or possible Breach.
7. Contract Termination. “Student information”, “student records” or “student-generated content” shall not be retained or available to the Service Provider upon completion of the contracted services unless a student, parent or legal guardian of a student chooses to establish or maintain an electronic account with the Service Provider for the purpose of storing “student-generated content”;
8. Compliance with Law. In addition to compliance, at all times, with the CT Student Data Privacy Law, Service Provider shall ensure compliance with the Family Educational Rights and Privacy Act of 1974, 20 USC 1232g, as amended from time to time. Failure to do so shall result in a material breach under the Contract and the District shall have the right to terminate the Contract, immediately without any liability to the Service Provider. Service Provider shall indemnify, defend and hold the District harmless from any losses, claims, penalties, damages or causes of action associated with, related to or arising out of a Breach of the CT Student Data Privacy Law by Service Provider. The laws of the state of Connecticut shall govern the rights and duties of the Service Provider and the District.
9. Severability. If any provision of the Agreement, or portion thereof, is found to be invalid, unlawful or unenforceable by a court of competent jurisdiction to any extent, such invalid provision or portion thereof will be severed from the remaining provisions, which will continue to be valid and enforceable to the fullest extent permitted by law.
10. Governing Law. This Addendum will be governed by and construed in accordance with laws of the State of Connecticut, without regard to principles of conflicts of law. All disputes arising out of or related to this Agreement will be subject to the exclusive jurisdiction and venue of the federal and state courts located in Tolland County, Connecticut, and the parties consent to the personal and exclusive jurisdiction of these courts.

Effect of Addendum. If any provisions of this Addendum to the Contract conflict or are otherwise contrary to the original terms of the Contract, the terms of this Addendum prevail. Terms not defined herein shall have the meaning ascribed to them in the CT Student Data Privacy Law. To the extent this Addendum is associated with an existing Contract, all other terms and conditions contained in the Contract between the District and Service Provider shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be executed by their duly authorized representatives as of the Effective Date.

**ELLINGTON PUBLIC SCHOOL DISTRICT**

**SERVICE PROVIDER**

\_\_\_\_\_

\_\_\_\_\_

By:

By:

Title:

Title: