

The Center for Creativity, Innovation and Discovery Memorandum of Understanding Between CCID and Third Party Vendors

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) is entered into by and between _____ (“Contractor”) and the The Center for Creativity, Innovation and Discovery (“CCID”) for the purpose of accessing student information as necessary for the vendor’s provision of services to CCID . The provision of specific services may require CCID to disclose personally identifiable information (PII) about students that is protected under the *Family Educational Rights and Privacy Act* (“FERPA”) (20 U.S.C. §1232g; 34 CFR Part 99) and Utah’s Government Records and Management Act (“GRAMA”) (Utah Code Ann. §63G-2-101 et seq.).

DATA PRIVACY

The Contractor will use CCID ’s data only for the purpose of fulfilling its duties under this MOU and will not share such data with or disclose it to any third party without the prior written consent of CCID , except as provided for in this MOU or as otherwise required by law.

CCID ’s data will not be stored outside the United States without prior written consent from CCID .

The Contractor will provide access to CCID ’s data only to its employees and subcontractors who need to access the data to fulfill the Contractor’s obligations under this MOU. The Contractor will ensure that employees who perform work under this MOU have read, understood, and received appropriate instruction as to how to comply with the data protection provisions of this MOU.

The following provision applies only if the Contractor will have access to CCID ’s education records as defined under FERPA. The Contractor acknowledges that for the purposes of this MOU it will be designated as a “school official” with “legitimate educational interests” in CCID education records, as those terms have been defined under FERPA and its implementing regulations, and the Contractor agrees to abide by the limitations and requirements imposed on school officials under that act.

The Contractor will use the education records only for the purpose of fulfilling its duties under this MOU for the benefit of CCID and its End User, and will not share such data with or disclose it to any third party except as provided for in this MOU, required by law, or authorized in writing by CCID .

The Contractor understands that there is a strict prohibition against the Contractor's secondary use of PII including sales, marketing or advertising, that the Contractor may not sell student data, or collect, use, or share student data if the collection, use, or sharing of the student data is inconsistent with the Contractor's contract with CCID . The Contractor also acknowledges that CCID has the authority to monitor and maintain control of the data.

EXCEPTIONS

The provisions of this MOU between CCID and the Contractor do not apply to the use of an external application, including the access of an external application with login credentials created by a third party Contractor's internal application; nor do they apply to the providing of Internet service; nor do they impose a duty on a provider of an interactive computer service, as defined by the Utah Student Data Protection Act.

The obligations of this MOU shall not apply to any information which (a) is already in the public domain through no breach of this MOU, including but not limited to information available through the school's website; (b) information that was lawfully in the Contractor's possession prior to receipt from CCID , its faculty, staff, or students; or (c) is received by the Contractor independently from a person or entity free to disclose such information lawfully (not a school, its faculty, staff, or students).

DATA SECURITY

The Contractor will store and process CCID 's data in accordance with commercial best practices, including appropriate administrative, physical, and technical safeguards, to secure such data from unauthorized access, disclosure, alteration, and use. Such measures will be no less protective than those used to secure the Contractor's own data of a similar type, and in no event less than reasonable in view of the type and nature of the data involved. Without limiting the foregoing, the Contractor warrants that all electronic CCID data will be encrypted/secured in transmission (including via web interface) in accordance with the latest version of National Institute of Standards and Technology Special Publication 800-53.

If the Contractor stores PII as part of this MOU, the Contractor warrants that the information will be stored in accordance with the latest version of National Institute of Standards and Technology Special Publication 800-53. The Contractor will use industry-standard and up-to-date security tools and technologies, such as anti-virus protections and intrusion detection methods, in providing Services under this MOU.

SECURITY BREACH

Upon becoming aware of a security breach, or of circumstances that are reasonably understood to suggest a likely security breach, the Contractor will notify CCID in a time frame consistent with applicable state or federal laws, fully investigate the incident, and cooperate fully with CCID 's investigation of and response to the incident. Except as otherwise required by law, the Contractor will not provide notice of the incident directly to individuals whose personally

identifiable information was involved, regulatory agencies, or other entities, without prior written permission from CCID .

LIABILITY

If the Contractor must under this MOU create, obtain, transmit, use, maintain, process, or dispose of the subset of CCID 's data known as personally identifiable information, the following provisions apply. In addition to any other remedies available to CCID under law or equity, the Contractor will reimburse CCID in full for all costs incurred by CCID in the investigation and remediation of any security breach caused by the Contractor, including but not limited to providing notification to individuals whose personally identifiable information was compromised and to regulatory agencies or other entities as required by law or contract; providing one year's credit monitoring to the affected individuals if the personally identifiable information exposed during the breach could be used to commit financial identity theft; and the payment of legal fees, audit costs, fines, and other fees imposed by regulatory agencies or contracting partners as a result of the security breach.

If the Contractor will NOT under this MOU create, obtain, transmit, use, maintain, process, or dispose of the subset CCID 's data known as personally identifiable information, the following provisions apply. In addition to any other remedies available to CCID under law or equity, the Contractor will reimburse CCID in full for all costs reasonably incurred by CCID in investigation and remediation of any security breach caused by the Contractor.

DATA TRANSFER UPON TERMINATION OR EXPIRATION

Upon termination or expiration of this MOU, the Contractor will ensure that all of CCID 's data is securely returned or destroyed as directed by CCID in its sole discretion. Transfer to CCID or a third party designated by CCID shall occur within a reasonable period of time, and without significant interruption in service. The Contractor shall ensure that such transfer/migration uses facilities and methods that are compatible with the relevant systems of CCID or its transferee, and to the extent technologically feasible, so that CCID will have reasonable access to CCID 's data during the transition.

In the event that CCID requests destruction of its CCID data, the Contractor agrees to destroy in a secure manner all data in its possession and in the possession of any subcontractors or agents to which the Contractor may have transferred CCID 's data. The Contractor agrees to provide documentation of data destruction to CCID .

The above provisions will also apply if the Contractor ceases its business operations prior to the expiration or termination of this MOU. Accordingly, the Contractor must notify CCID of impending cessation of its business and any contingency plans.

TERMS AND TERMINATION

Either party may terminate this MOU, for cause or convenience, upon thirty (30) days' written notice to the other party.

This MOU will be effective for one year from the date of execution as indicated below except that the parties may agree to up to three (3) successive one-year extensions. If the parties choose to extend this MOU, the parties must annually agree in writing to the extension at least thirty (30) days prior to the termination of the then-current one-year period.

By signing this MOU, the Contractor warrants and represents that it shall, at all times, comply with the terms of this MOU and with FERPA and GRAMA, and further agrees not to disclose or re-disclose to any person or entity for any purpose whatsoever any personally identifiable student information, as that term is defined by this MOU, by FERPA, and by GRAMA.

The parties agree that the individuals signing this MOU have the authority to bind their respective entities, that this MOU represents the entire agreement of the parties, and that no other superseding or binding promises or conditions exist in any other agreement either oral or written related to the topics covered herein. The parties also stipulate that this Agreement may not be modified except by the written consent of CCID .

Company Name _____

Signature: _____ Date: _____

Print Name/Position: _____

For the The Center for Creativity, Innovation and Discovery

Signature: _____ Date: _____

Print Name/Position: _____