

## AGREEMENT

This Agreement is entered into by and between the Concordia Parish School Board (hereinafter "School Board") and Pearson Education, Inc. (hereinafter "Vendor"). This Agreement is effective as of the date of the last executing signature hereto.

Louisiana recently enacted new requirements that govern the collection, disclosure and use of personally identifiable information of students. The new laws include instituted new contract requirements between schools or districts and anyone granted access to such personally identifiable information. In recognition of these new requirements, and to confirm their commitment to the protection of student personally identifiable information ("Student Information"), Pearson Education, Inc. ("Vendor") and the School Board agree that the following supplementary terms will apply to the agreements between the parties for any instructional and/or school administrative products and services with respect to which Vendor has access to or custody of Student Information ("Products and Services").

Vendor will (a) maintain the security and confidentiality of Student Information through the use of access controls and employment of commercially reasonable security measures, and (b) allow access to Student Information only to those who are authorized to view or use this information. If Student Information is resident on Vendor's network (or the network of a third party contractor of Vendor), such network will comply with commercially reasonable standards to maintain the integrity of Student Information and prevent unauthorized access in these systems. Vendor agrees that regular review of the methods used to protect this information and system audits are important to maintaining the security of these systems.

In order to provide access to Student Information to authorized parties, Vendor will use authentication protocols consistent with industry standards to establish the identity of the requester of the information. Vendor agrees that no individual or entity should be allowed unauthenticated access to Student Information at any time; provided, however, that Vendor is not responsible for the failure of the School Board employees, students, parents or other users to maintain the security of their log-in credentials.

Vendor shall implement appropriate measures to maintain the confidentiality and security of Student Information and protect it against any unauthorized access or disclosure while in Vendor's custody. Vendor agrees that servers will be provisioned in such a manner that restricts access to the School Board's Student Information to only those persons and entities authorized to have access to such Student Information and that no Student Information in Vendor's custody at any time will be processed on or transferred to any unencrypted portable or laptop computing device or any unencrypted portable storage medium. All servers, storage, backups, and network paths utilized in the delivery of the Vendor's Products and Services and containing Student Information shall be contained within the states, districts, and territories of the United States unless specifically agreed to in writing by a School Board employee with signature authority.

Vendor agrees that any and all Student Information exchanged shall be used expressly and solely for the purposes enumerated in the original agreement (if any) between the parties at the time of licensure of the applicable Products and Services. Student Information shall not be distributed, repurposed or shared with the any non-Pre-K-12 business units of Vendor. Subject to Federal and State law, Vendor further agrees that no Student Information of any kind shall be revealed, transmitted, exchanged or otherwise passed to other vendors or interested parties, except as provided herein. Notwithstanding the foregoing, Vendor may disclose such information in the following circumstances: (a) pursuant to a subpoena or order issued by a court or governmental entity; (b) to protect user security or the security of other persons, consistent with applicable laws; (c) in connection with a sale, joint venture or other transfer of some or all of the assets of Vendor; (d) in order to enforce any terms of use, license agreement or other applicable terms and conditions governing the use of the applicable Vendor product; and (e) to third party vendors involved in the hosting, delivery, maintenance, administration, or support of the products and services supplied by Vendor, subject to the terms herein. The parties recognize that the use of de-identified data, which contains no personally identifiable information, is needed by the Vendor in order to effectively provide, evaluate, maintain and improve its Products and Services. The provisions of this document shall not be construed to restrict the Vendor from maintaining or using de-identified data (including de-identified aggregated data).

Vendor acknowledges that it has established and implemented a data breach response plan outlining Vendor's policies and procedures for addressing a potential breach. Vendor's response plan shall require prompt response for minimizing the risk of any further data loss and mitigating any negative consequences of the breach, including potential harm to affected individuals. For purposes of this Agreement, a data breach is defined as any instance in which there is an unauthorized release or access of Student Information. This definition applies regardless of whether Vendor stores and manages the data directly or through a contractor, such as a cloud service provider.

Vendor is permitted to disclose Student Information to its employees, authorized subcontractors, agents, consultants and auditors on a need to know basis only and as set forth in this Agreement, provided that all such subcontractors, agents, consultants and auditors shall be contractually required by Vendor to comply with the confidentiality obligations set forth in this Agreement. The confidentiality obligations set forth in this Agreement shall survive termination of any agreement with Vendor for so long as the information remains confidential and will inure to the benefit of the School Board.

Vendor and the School Board acknowledge that unauthorized disclosure or use of the Student Information may irreparably damage the School Board in such a way that adequate compensation could not be obtained from damages in an action at law. Accordingly, the actual or threatened unauthorized disclosure or use of the Student Information arising from Vendor's breach of its security obligations under this Agreement may give the School Board the right to seek injunctive relief restraining such unauthorized disclosure or use, in addition to any other remedy otherwise available (including reasonable attorney fees). Vendor hereby waives the posting of a bond with respect to any action for injunctive relief.

The parties agree to comply with the Louisiana Database Breach Notification Law (La. R.S. 51:3071 *et seq.*) and all applicable laws to the extent that such laws require the notification of individuals in the event of unauthorized release of any of the Student Information. In the event of a breach of any of the Vendor's security obligations as set forth in this Agreement, which results in the unauthorized release of Student Information, Vendor agrees to (i) promptly notify the School Board, (ii) cooperate and assist the School Board in providing notification to all such individuals in accordance with applicable law (a "Notification Event"), and (iii) indemnify, hold harmless and defend the School Board and its employees from and against any claims, damages, or suits arising from the Notification Event.

Vendor and School Board agree, upon the reasonable request of either party, to review and discuss security and privacy procedures for the Student Information. In addition, Vendor agrees that reasonable privacy and security audits concerning the protection of the Student Information may be performed by the School Board under the direction of the School Superintendent of the School Board. The parties agree that they will each bear their own expenses associated with such audits and that they will consult and provide reasonable cooperation with each other to work out the particulars for such audits in advance. Such audits shall be conducted during normal working hours upon mutual agreement between Vendor and the School Board.

Prior to the termination of the use of a given Vendor Product or Service, if requested by the School Board, Vendor will review and consult with the School Board concerning the disposition of Student Information after termination. If the School Board desires to have continued access to certain data, Vendor will review the options available for the School Board to run reports or extract data from the applicable Vendor product or service to the extent that such capability exists within such Product or Service application; however, it is acknowledged that for some Products and Services, certain data may have no meaning except within the confines of the specific Product or Service application and/or may not be usable without access to the specific Product or Service application, and therefore the provision of such data to the School Board may be impossible or impractical. Vendor may charge the School Board at Vendor's then-current rates for any time spent assisting the School Board in extracting or exporting data if such assistance is not included in Vendor's standard charges already paid by the School Board for the applicable Product or Service. If requested by the School Board after consultation with Vendor, Vendor will delete or de-identify Student Information on its servers as soon as reasonably practicable for such Product or Service application after termination of its use by the School Board. In the absence of specific instructions from the School Board, Vendor may delete or de-identify Student Information within a given Product or Service application after termination of the School Board's use of such Product or Service in accordance with Vendor's standard business practices.

The supplementary terms set forth herein amend any prior agreement or contract relating to the Student Information and the Products and Services referenced above between the School Board and Vendor and are effective as of the date of the last executing signature hereto.

PEARSON EDUCATION, INC.

*Douglas Kubach*

Authorized Representative Signature

Douglas Kubach

Authorized Representative Name (Print)

President, School

Title

12/18/14

Date

CONCORDIA PARISH  
SCHOOL BOARD

Authorized Representative Signature

Authorized Representative Name (Print)

Title

Date