

DATA SHARING AGREEMENT

WHEREAS, the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. 1232g and its implementing regulations codified at 34 C.F.R 99. 1 et seq. make personally identifiable student information in education records confidential and, subject to certain exceptions, prohibits the disclosure of such information to third parties,

WHEREAS, FERPA and its implementing regulations allow for an educational agency or institution to share personally identifiable student-level data with contractors performing work on their behalf,

WHEREAS, FERPA and its implementing regulations at 34 C.F.R. 99.31(b)(1) allow for the sharing of student data with organizations under circumstances in which parental permission has been obtained,

WHEREAS, the Louisiana Department of Education (the "State") and Big Picture Learning Co. (the "Contractor") have entered into a contractual arrangement, pursuant to which the Contractor will provide services to the State and LEAs.

WHEREFORE, the State and the Contractor do enter into this Agreement subject to the terms and conditions as specified herein.

2. Purpose of the Disclosure

The Contractor agrees to collect and use any data disclosed to it pursuant to this Agreement solely for the purpose of providing of school level internship programs through the utilization of the ImBlaze internship management platform, and purposes reasonably related thereto.

3. Data

When parental consent is present, Local Education Agencies (LEAs) will provide the Contractor with the following solely for the purposes expressly provided in Section 2:

- The Legal name and valid email address for: a) Each student participating in the Contractor services (each, a "Student"); b) The Student's teacher within the LEA and associated with the provision of the Contractor's services; and c) All participating LEA staff.
- Student gender, grade and general interests.

The State and LEAs reserves the right to withhold any of the foregoing data if determined, in their sole discretion, that disclosure of such data in any instance would violate any provision of state or federal law.

4. Confidentiality

This Agreement is entered into by the Contractor and the State in accordance with the provisions of the Family Educational Rights and Privacy Act, 20 U.S.C. Section 1232(g), et seq., (FERPA) and RS 17:3914. The Contractor hereby acknowledges that all documents which include information contained in or derived from a Student's education records are deemed confidential pursuant to FERPA and RS 17:3914 and therefore, except as otherwise provided herein, will not be disclosed by the Contractor to any third party.

The Contractor shall retain the original version of the data at a single location and shall not make a copy or extract of the data available to anyone except personnel who have a need for the data to perform the services referenced in the attached Contract. The Contractor shall: a) Maintain the data in hard copy or electronic form in an area that has limited access only to the Contractor's authorized personnel; b) Prohibit removal of the data from the limited access area; Ensure that access to the data maintained on computer files or databases is controlled by password protection; c) Establish procedures to ensure that the target data cannot be extracted from a computer file or database by unauthorized individuals; d) Maintain all printouts, discs, or other physical products containing student-level data in locked cabinets, file drawers, or other secure locations when not in use; and d) Destroy the data provided to the Contractor, including all copies, whether in electronic or hard copy form, when the services are completed or this Agreement is terminated, whichever occurs first, and thereafter provide a written representation to the State confirming said destruction.

5. Restrictions on Use

The Contractor shall not use the data for any purpose not expressly permitted in this Agreement. The Contractor cannot disclose any document, whether in hard copy or electronic form, or otherwise disclose to any third party any student-level data or information in any form whatsoever or under any circumstances which would directly or indirectly make a Student's identity traceable.

6. Indemnification

The Contractor shall defend, indemnify and hold harmless the State and any and all of the State's directors, officers, officials, employees, agents, contractors and representatives against and from any and all costs, expenses, damages, injury or loss, including reasonable attorney's fees, to which they or any of them may be subject from any claims arising out of any cause related to the Contractor's collection, transfer, keeping or securing of student data, except to the extent that they are due to the fault or negligence of the State and/or any of the parties indemnified herein.

The Contractor shall defend, indemnify and hold harmless any LEA and any and all of the LEA's directors, officers, officials, employees, agents, contractors and representatives against and from any and all costs, expenses, damages, injury or loss, including reasonable attorney's fees, to which they or any of them may be subject from any claims arising out of any cause related to the Contractor's collection, transfer, keeping or securing of student data, except to the extent that they are due to the fault or negligence of the LEA and/or any of the parties indemnified herein.

7. Ownership

Any data delivered or transmitted to the Contractor by the State and/or obtained by the Contractor on behalf of the State pursuant to this Agreement shall become the property of the State, and except to the extent such data shall have been destroyed pursuant to Section 4, shall be provided or returned by the Contractor to the State upon request.

Notwithstanding any provisions in this Agreement to the contrary, no term or terms hereof shall be deemed to expressly or by implication be a transfer by the Contractor of the Contractor's valid intellectual property rights.

8. Security Audits

Pursuant to in La. R.S. 17:3914, the Contractor shall permit security audit checks pertaining to the Contractor's security and usage of Student data pertaining to this Agreement. The Contractor shall use best reasonable efforts to cooperate with all security audits. Access shall be made available at all reasonable times on working days and during working hours at the Contractor's business premises to the Contractor's employees, together with records, books and correspondence and other papers and documentation or media of every kind in possession of the Contractor and related to the Contract. No person or entity will be permitted access by the Contractor to the personally identifiable information contemplated by the Agreement, except to the extent authorized by law.

9. Security Breach

As used in this Agreement "Security Breach" means any act or omission that compromises either the security, confidentiality or integrity of Student information or the physical, technical, administrative or organizational safeguards put in place by the Contractor that relate to the protection of the security, confidentiality or integrity of personally identifiable Student information, or receipt of a complaint in relation to the privacy practices of the Contractor or a breach or alleged breach of this Agreement relating to such privacy practices.

The Contractor shall take commercially reasonable steps and best efforts, in accordance with industry standards, to prevent security breaches. The Contractor shall also take commercially reasonable steps, in accordance with industry standards, to immediately remedy any security breach and prevent any further security breach at the Contractor's expense in accordance with standard industry practices and applicable law.

The Contractor shall: a) provide the State with the name and contact information for a Contractor employee who shall serve as the State's primary security contact and shall be available to assist State twenty-four (24) hours per day, seven (7) days per week as an emergency contact in resolving issues and fulfilling obligations associated with a security breach; and b) immediately notify the State via email, SMS text, or a phone call to the State contact which have been provided to the Contractor in any instance in which the Contractor becomes aware of a security breach.

Immediately following the Contractor's notification to the State of a security breach, the Contractor and State shall coordinate in the investigation of the security breach. The Contractor agrees to fully cooperate with State in said investigation, including without limitation: a) Assisting with any investigation; b) Providing physical access to the facilities and operations affected; c) Facilitating interviews with the Contractor's employees and others involved in the matter; d) making available all relevant records, logs, files, data reporting and other materials required to comply with applicable law or industry standards and as otherwise reasonably required by the State; and e) Providing any notices to persons or organizations materially affected by the security breach as required by law and as required by the State.

10. Term of Agreement

This Agreement shall begin and terminate on the respective dates set forth upon the signature page hereof. The effective date of this Agreement may be extended only if an amendment to that effect is duly executed by the parties and approved by the necessary authorities prior to said termination date. If either party informs the other that an extension of this Agreement is deemed necessary, an amendment may be prepared by one party for appropriate action by the other party.

11. Termination for Convenience

The State may terminate this Agreement at any time by giving the Contractor written notice of such termination.

12. Assignment of Contract

The Contractor shall not assign any interest in this Agreement by assignment, transfer, or novation without the prior written consent of the State. Nothing in this Agreement shall preclude the Contractor from subcontracting with third parties to perform work contemplated herein; however, the Contractor is responsible for ensuring that any such subcontractor(s) adhere to, and agree to be bound by all of the terms and conditions hereof. Each such subcontractor(s) shall explicitly agree the audit provisions contained herein.

13. Jurisdiction, Venue and Governing Law

Exclusive jurisdiction and venue for any and all suits between or among the State, Contractor and/or any LEA and arising out of or related to this Agreement shall be filed and adjudicated in the 19th Judicial District Court, Parish of East Baton Rouge, State of Louisiana.

Notwithstanding the foregoing, exclusive jurisdiction and venue for any and all suits solely between the LEA and Contractor arising out of or related to this Agreement shall be filed and adjudicated in the appropriate Louisiana State District Court, in the Parish in which the LEA is domiciled.

The laws of the State of Louisiana, without regard to Louisiana law on conflicts of law, shall govern this Agreement.

14. Survival

The Contractor's obligation under Clauses 2, 4, 5, 6, 7, and 13 shall survive expiration and/or termination of this Agreement. The Contractor's obligations under Clauses 8 and 9 shall survive expiration and/or termination of this Agreement until the Contractor has fully complied with its obligation to destroy data as set forth herein.

THUS DONE AND SIGNED at Baton Rouge, Louisiana, on the day, month and year first written below.

IN WITNESS WHEREOF, the parties have executed this Agreement as of this __August 22, 2017_____.

Contract Start Date: *September 1, 2017*

Contract End Date: *August 31, 2018*



John C. White,
State Superintendent of Education
Louisiana Department of Education

CONTRACTOR:

Big Picture Learning



By: M.R. Brezler
Its: Chief Operating Officer _____

Amendment to Memorandum of Understanding

Louisiana Department of Education

AND

Big Picture Learning Co.

Amendment Provisions

Change Agreement from:

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Contract Start Date: September 1, 2017

Contract End Date: August 31, 2018

ADD OR CHANGE TO:

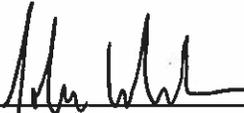
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Contract Start Date: September 1, 2017

Contract End Date: August 31, 2021

This amendment contains or has attached hereto all revised terms and conditions agreed upon by the Contracting parties. **IN WITNESS THEREOF**, this amendment is signed and entered into on this 30th day of May, 2018.



John C. White,
State Superintendent of Education



M. R. Brezler
Chief Operating Officer

5.22.2018