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| <p style="text-align:center">STATE OF LOUISIANA DEPARTMENT OF EDUCATION DATA SHARING AGREEMENT</p> |
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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. and La. R.S. 17:3914 make personally identifiable student information and other student level data in education records confidential and, subject to certain exceptions, prohibit the disclosure of such information to third parties and impose penalties, including criminal penalties, for unauthorized disclosures of such data 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) and La. R.S. 17:3914 allow for the sharing of student-level data with organizations under circumstances in which parental permission has been obtained,

WHEREAS, the Louisiana Department of Education (hereinafter referred to as “State”) and Questionmark Corporation (hereinafter referred to as “Contractor”) have entered into a contractual arrangement in the form of the Micro-Enterprise Credential Exam Agreement dated October 25, 2016 (“Exam Agreement”), pursuant to which Contractor will provide the services to the State as specified in the Exam Agreement, and that capitalized terms used herein but not defined shall have the meanings given to them in the Exam Agreement.

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

1. Purpose of the Disclosure

Contractor agrees to use any data disclosed to it by the State pursuant to this Agreement solely for the purposes of providing the services specified in the Exam Agreement, as well as troubleshooting, maintenance and product-improvement activities related thereto. Contractor shall be a processor and State the controller of any data provided pursuant to this Agreement.

2. Data

The State agrees to provide Contractor with the following student-level data solely for the above stated purpose.

- Names
- Exam Scores

The State reserves the right to withhold any of the foregoing data if the State determines, in its sole discretion, that disclosure of such data would violate any provision of state or federal law. State

shall not provide Contractor with such data in violation of state or federal law and Contractor shall have no liability to any party resulting from State's failure in this obligation.

3. Confidentiality

This Agreement is entered into by 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. Contractor hereby acknowledges that all documents which include personally identifiable information contained in or derived from a student's education records are deemed confidential pursuant to FERPA and RS 17:3914 and will not be disclosed by Contractor to any third party except for subcontractors utilized by Contractor to provide its services and fulfill its obligations under the Exam Agreement. Contractor shall require each such subcontractor that has access to education records to enter into a written agreement containing confidentiality requirements that are materially at least as restrictive as those contained in this agreement. Disclosure of personally identifiable information by use of a function of OnDemand by the State, LEAs, schools or students shall not constitute a prohibited disclosure by Contractor.

Unless otherwise instructed by the State, Contractor shall store the data referred to at Section 2 at its production data center unless it needs to copy or extract it for troubleshooting, product improvement or maintenance purposes and shall not make a copy or extract of the data available to anyone except those who have a need for the data to perform the services. Any copy or extract made outside the production data center shall be made available only to Contractor's authorized personnel (including subcontractors) and shall be encrypted and tracked. Contractor will ensure that access to the data referred to at Section 2 that is maintained on computer files or databases is controlled by password protection. Contractor shall establish procedures designed to ensure that the target data cannot be extracted from a computer file or database by unauthorized individuals. Contractor shall 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. Contractor shall, under request and supervision of the State, destroy the data referred to at Section 2 that is provided to Contractor, including all copies, whether in electronic or hard copy form, when the services are completed or this Agreement is terminated, whichever occurs first, except that Contractor may in accordance with its standard procedures retain for a period of no longer than one year any such data that is held in archive or back-up or that cannot be destroyed without undue burden or expense, subject to such retained data being held in continued compliance with the provisions of this Agreement.

For the avoidance of doubt, any credit card or purchase data from purchase of access to the Exam shall be kept confidential but is not subject to the terms of this Agreement.

4. Restrictions on Use

Contractor shall not use the data referred to in Section 2 for any purpose not expressly permitted in this Agreement without the prior written approval of the Louisiana State Superintendent of Education unless otherwise required by law. 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 referred to in Section 2 in any form whatsoever or under any circumstances which would directly or indirectly makes a student's identity easily traceable except as permitted in 3 above. Any questions by Contractor regarding the implementation of this Agreement shall be

directed to:

Kim Nesmith
Data Governance and Privacy Director
Louisiana Department of Education
1201 N. Third Street
Baton Rouge, LA 70802
225.342.1803
kim.nesmith@la.gov

5. Indemnification

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 ("State Indemnified Parties") against and from any and all costs, expenses, damages, injury or loss included in a final judgment, including reasonable attorney's fees, to which they or any of them are subject from any successful claim by a data subject or his/her parent or legal guardian against the applicable State Indemnified Party that arises as a direct result of any negligent, unauthorized disclosure of that data subject's personally identifiable data by Contractor to a third party (that is not a State Indemnified Party) in violation of this Agreement. Contractor shall have no obligation under this Section 5 where the State Indemnified Party has provided Contractor with personally identifiable data in violation of its obligations under this Agreement or if the negligent, unauthorized disclosure of personally identifiable data by Contractor otherwise results from the acts, omissions or instructions of a State Indemnified Party.

6. Ownership

All intellectual property rights whatsoever and wheresoever enforceable in Contractor technologies, proprietary services and any relevant documentation or material provided by Contractor will remain the sole property of Contractor and its licensors. Without limiting Contractor's rights in the immediately preceding sentence, data content in the form of Exam output included in any records, reports and/or documents created or developed for the State by Contractor that include the data provided under Section 2 of this Agreement shall be the property of the State. No records, reports or documents created or developed under this Agreement by Contractor for the State that include data provided under Section 2 of this Agreement can be distributed by Contractor to any third party free or for profit without explicit written approval from the State Superintendent of Education, for clarity neither access to OnDemand by the State, LEAs, schools or students nor the provision of such records, reports or documents as a function of OnDemand shall violate this obligation.

7. Audits

Pursuant to La. R.S. 17:3914, the Contractor shall permit the State or its authorized representatives (subject to a confidentiality agreement reasonably acceptable to Contractor) to carry out remote security or audit checks (for example, by screen-sharing) pertaining to Contractor's security and usage of PII provided by State to Contractor pursuant to Section 2. Contractor shall cooperate with the State. The State or its authorized representatives shall have access at all reasonable times on working days during working hours with not less than ten (10) working days' notice by remote

means to Contractor's relevant employees, together with records, books and correspondence and other papers and documentation or media of every kind in possession of Contractor and Contractor's employees pertaining to this Agreement that directly relate to the security of the data referred to in Section 2 that are necessary for the State to carry out such security and audit checks. Subject to the terms of the aforementioned confidentiality agreement, the State or its authorized representatives shall have the right to reproduce and/or retain copies at its expense of any of the aforementioned information and documents as is required to comply with applicable law. No such security or audit checks may involve access to information or records in respect of Contractor's general operating costs, overhead costs, payroll records, profit and loss records, sources of supply, or other corporate financial records or any information related to Contractor's provision of services to other clients or other client data residing on Contractor's computer systems. Contractor reserves the right to require payment of reasonable additional charges, not to exceed \$200 per hour (which hourly rate shall be subject to increase on each twelve (12) month anniversary of the date referred to in Section 10, but not by more than the greater of (a) 3% or (b) the percentage increase in the Consumer Price Index (All Urban Consumers) over the immediately preceding twelve (12) month period, for a maximum of 100 hours for time in excess of 3 hours spent by Contractor on a security or audit check, and that any security or audit check requiring additional time of Contractor shall be subject to prior agreement of the State regarding the additional time to be spent by Contractor and the amount charged by Contractor.

8. Security Breach

As used in this Agreement "Security Breach" means any act or omission that materially compromises either the security, confidentiality or integrity of personally-identifiable student information provided by State to Contractor as referred to in Section 2 that is stored in OnDemand or the physical, technical, administrative or organizational safeguards put in place by Contractor that relate to the protection of the security, confidentiality or integrity of such PII, or (ii) receipt of a well-founded complaint in relation to the privacy practices of Contractor relating to such PII. No act, omission or event as described in this Section 8 shall be a "Security Breach" where such is caused by the State, LEA, school or a student.

Contractor shall take commercially reasonable steps and best efforts, in accordance with general industry standards applicable to Contractor, to prevent Security Breaches. Contractor shall also take commercially reasonable steps, in accordance with such industry standards, to immediately remedy any Security Breach and prevent any further Security Breach at Contractor's expense (for clarity, in respect of its own costs) in accordance with standard industry practices and applicable law.

Contractor shall:(i) on request provide the state with the name and contact information for an employee of Contractor who shall serve as the State's primary security contact and shall be available to assist State as a contact in resolving issues and fulfilling obligations associated with a Security Breach; (ii) immediately notify State in writing of a Security Breach after Contractor becomes aware of it; and

Immediately following Contractor's notification to the State of a Security Breach, Contractor and the State shall coordinate with each other to investigate the Security Breach. Contractor agrees to reasonably cooperate with State in State's handling of the matter, including, without limitation: (i) assisting with any investigation; (ii) providing the State with access to the facilities and operations

affected where appropriate;(iii) facilitating interviews with Contractor's employees and others involved in the matter; and (iv) making available all relevant records, logs, files, data reporting and other materials on the Security Breach (excluding, for clarity, materials and information relating to other Contractor customers) required to comply with applicable law and (v) assisting the State in providing any notices to persons or organizations affected by the Security Breach as required by law and as required by the State.

9. Liaison Officials

The State's liaison and the Contractor's liaison for the implementation of this Agreement and for receipt of all notices or other communications required or permitted under this Agreement is:

Kim Nesmith
Data Governance and Privacy Director
Louisiana Department of Education
1201 N. Third Street
Baton Rouge, LA 70802
225.342.1803
kim.nesmith@la.gov

For contractor: commercial matters
Don Kassner
Vice President - North America Academic & Association Markets
Questionmark Corporation
35 Nutmeg Drive, Suite 330
Trumbull, CT 06611
925.337.9647
don.kassner@questionmark.com

For contractor: notices and security matters
John Kleeman
Secretary
Questionmark Corporation
35 Nutmeg Drive, Suite 330
Trumbull, CT 06611
001 + 800.863.3950

john@questionmark.com (with all legal notices to be copied to legalnotices@questionmark.com)

10. Term of Agreement

This Agreement shall begin on February 16, 2017 and shall terminate on termination or expiry of the Exam Agreement. The effective date of this Agreement may otherwise 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 Contractor written notice of such termination, in which event Contractor's obligations arising from this Agreement shall immediately cease to apply, except as otherwise provided in this Agreement.

12. Assignment of Contract

Contractor shall not assign any interest in this Agreement by assignment, transfer, or novation, without prior written consent of the State.

13. Jurisdiction, Venue and Governing Law

Exclusive jurisdiction and venue for any and all suits between the State and Contractor arising out of, or related to, this Agreement shall be in the 19th Judicial District Court, Parish of East Baton Rouge, State of Louisiana. The laws of the State of Louisiana, without regard to Louisiana law on conflicts of law, shall govern this Agreement.

14. Survival

Contractor's obligations under Clauses 1, 3,4,5,6, and 13 shall survive expiration and/or termination of this Agreement. Contractor's and State's obligations under Clauses 7 and 8 shall survive expiration and/or termination of this Agreement until Contractor, in respect of its obligations, has fully complied with its obligation to destroy data as set forth herein.

15. Consents

The parties agree that Contractor is not responsible for obtaining or verifying such written consents as may be required by applicable federal or state law from Exam candidates and/or their parents or legal guardians or for fulfilling any other related requirements in order for any personally identifiable student-level data or information to be provided to or accessed by Contractor for purposes of this Agreement, the Exam Agreement and for Exam candidates to take the Exam. Accordingly, Contractor shall have no liability or responsibility to any party in respect of its use of or access to such personally identifiable student-level data or information in respect of which such legally required consents have not been obtained or verified by LEAs or the State.

16. Miscellaneous

This Agreement applies between the Parties in addition to the Exam Agreement. In the event of a conflict or inconsistency between the terms of the Exam Agreement and this Agreement, this Agreement shall prevail in respect of the security of PII provided by State to Contractor pursuant to Section 2. In all other respects, the terms of the Exam Agreement shall apply and prevail. The disclaimer of warranties and limitation of liability provisions of the Exam Agreement shall apply for purposes of this Agreement. There are no third-party beneficiaries to this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as follows.

Signature: 
John White (Feb 15, 2017)

Email: vicky.thomas@la.gov

Title: State Superintendent of Education

Company: Louisiana Department of Education

John C. White,
State Superintendent of Education

Signature: 
Eric Shepherd (Feb 16, 2017)

Email: eric@questionmark.com

Title: CEO

Company: Questionmark Croporation

Questionmark Corporation
Eric Shepherd
CEO