



Confidentiality and Non-Disclosure Agreement

Naviance, Inc. (hereinafter referred to as “Vendor”), by and through its product Naviance understands the extension of trust placed in us with our handling of Thomas MacLaren School (herein referred to as “School”) data that may be provided to us for the purpose of performing our services.

Definition of “Data”: Data include all Personally Identifiable Information (PII) and other non-public information. Data include, but are not limited to, student data, metadata, and user content. All data will be treated in accordance with all applicable state and federal laws, including the Colorado Student Transparency and Security Act, the Children’s Online Privacy Protection Rule (COPPA) the Federal Education Rights and Privacy Act (FERPA), the Health Insurance Portability and Accountability Act (HIPAA), etc.

Rights and License to Data: All rights, including all intellectual property rights, shall remain the exclusive property of the School, and Vendor has a limited, nonexclusive license solely for the purpose of performing its obligations and services. The Vendor does not have any rights, implied or otherwise, to Data, content, or intellectual property, except as expressly needed to perform its services. This includes the right to sell or trade Data. Any Data held by Vendor will be made available to the School upon request by the School.

Data Use and Collection: Vendor will only collect and use Data necessary to fulfill its duties, provide services, and improve services to the School. Vendor is prohibited from mining Data for any purposes other than those agreed to by the parties. Data mining or scanning of user content for the purpose of advertising or marketing to students or their parents is prohibited. Data and/or programs stored on School equipment will not be duplicated and/or stored by the Vendor on other media without Thomas MacLaren School’s express permission. The School understands that Vendor may rely on one or more subcontractors to perform services. The Vendor agrees to share the names of these subcontractors with School upon request. All subcontractors and successor entities of Vendor will be subject to terms substantially similar to those in this Statement such that they are compliant with C.R.S. § 22-16-109(3)(b).

Data Transfer or Destruction: Within 30 days of written request by the School, Vendor will ensure that all Data in its possession and in the possession of any subcontractors, or agents to which the Vendor may have transferred Data, are destroyed when the Data are no longer needed for their specified purpose, except that Data may be retained when required by law. Also, Vendor may retain aggregated, deidentified data for legally permissible purposes.

Security Controls: Vendor will store and process Data in accordance with industry best practices. This includes appropriate administrative, physical, and technical safeguards to secure Data from unauthorized access, disclosure, and use. Vendor will conduct periodic risk assessments and

remediate any identified material security vulnerabilities in a timely manner. Vendor will also have a written incident response plan, to include prompt notification of the School in the event of a security or privacy incident, as well as best practices for responding to a breach of PII. Vendor agrees to share its incident response plan upon request.

Modification of Terms of Service: Vendor agrees to notify School should any of the conditions change with the Vendor's practices, Privacy Policy, or End User License Agreement, including those that would affect this Statement. Changes to Vendor's practices, Privacy Policy, or End User License Agreement that conflict with existing statutes may result in immediate termination of any vendor contract with the district.

DocuSigned by:
Phil Hartman
E3347496E56B4FB...

Vendor Viable Authority Signature

VP, Sales

Title

6/28/2018

Date

Phil Hartman

Viable Authority Printed Name

7038597379

Phone Number

phil.hartman@hobsons.com

Email Address