STUDENT DATA PRIVACY CONTRACT
In compliance with Conn. Gen. Stat.§§ 10-234aa *et seq.* and Public Act 16-189

Benetech Agreement Version: 2019.1

AGREEMENT
Griswold Public Schools
and
Beneficent Technology, Inc.

This Agreement ("Agreement") is entered into on this _15th____ day of _____September_____, 2021, between the Griswold Public Schools (the "District") and ***Beneficent Technology, Inc.*** ("Contractor") (collectively, the "Parties") for the purpose of identifying the obligations of the Parties relative to the confidentiality of student data.

For the purposes of this Agreement, "directory information," "de-identified student information," "school purposes," "student information," "student records," "student generated content," and "targeted advertising" shall be as defined by Conn. Gen. Stat. § 10-234aa.

General Provisions

1. All student records, student information, and student-generated content (collectively, "student data") provided or accessed pursuant to the contract are not the property of, or under the control of, the Contractor.
2. The Board shall have access to and the ability to delete student data in the possession of the Contractor except in instances where such data is (A) otherwise prohibited from deletion or required to be retained under state or federal law, or (B) stored as a copy as part of a disaster recovery storage system and that is (i) inaccessible to the public, and (ii) unable to be used in the normal course of business by the Contractor. The Board may request the deletion of any such student information, student records or student-generated content if such copy has been used by the operator to repopulate accessible data following a disaster recovery. The Board may request the deletion of student data by sending such request to the Contractor by electronic mail at *privacy@benetech.org*. The Contractor will delete the requested student data within five (5) business days of receiving such a request.
3. The Contractor shall not use student data for any purposes other than those authorized pursuant to the Terms of Service as described in the Bookshare Organizational Agreement.
4. A student, parent or legal guardian of a student may review personally identifiable information contained in student data and correct any erroneous information, if any, in such student data. If a student, parent or legal guardian contacts the Contractor directly and requests to review student data in possession of the Contractor, the Contractor agrees to refer that individual to the Board and to notify the Board within five (5) business days of receiving such a request. Notification to the Board to be sent by email to: jcurioso@griswoldpublicschools.org

5. The Contractor shall take actions designed to ensure the security and confidentiality of student data.
6. The Contractor will notify the Board, in accordance with Conn. Gen. Stat. § 10-234dd, when there has been an unauthorized release, disclosure or acquisition of student data. Such notification will include the following steps:
    a. Notice of the breach shall be delivered to the Board by electronic mail to jcurioso@griswoldpublicschools.org and shall include the following information, to the extent known at the time of notification:
        i. Date and time of the breach;
        ii. Names of student(s) whose student data was released, disclosed or acquired;
        iii. The nature and extent of the breach;
        iv. The Contractor's proposed plan to investigate and remediate the breach.
7. Student data shall not be retained or available to the Contractor upon expiration of the contract between the Contractor and Board, except a student, parent or legal guardian of a student may choose independently to establish or maintain an electronic account with the Contractor after the expiration of such contract for the purpose of storing student-generated content.
8. The Contractor and Board shall each ensure their own compliance with the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232g, as amended from time to time.
9. The laws of the State of Connecticut shall govern the rights and duties of the Contractor and the Board.
10. If any provision of the contract or the application of the contract is held invalid by a court of competent jurisdiction, the invalidity does not affect other provisions or applications of the contract which can be given effect without the invalid provision or application.
11. The Contractor acknowledges and agrees to comply with the above and all other applicable aspects of Connecticut's Student Data Privacy law according to Connecticut General Statutes §§ 10-234aa through 10-234dd.
12. The Parties agree that this Agreement controls over any inconsistent terms or conditions contained within any other agreement entered into by the Parties concerning student data.

Beneficent Technology, Inc.

Print:_____

Title:_____

_____

Signature Date

Griswold Public Schools

Print:_____Jill Curioso_____

Title:__Technology Directote_____

9-15-21

Signature Date