

DATA SHARING AGREEMENT
BETWEEN
EAST BAY INNOVATION ACADEMY
AND
NEW TECH NETWORK, INC.

This Data Sharing Agreement, herein referred to as “DSA”, for confidential data sharing is entered into by and between the East Bay Innovation Academy (“ISD”) and New Tech Network, Inc, a California Corporation (“NTN”) (each a “Party” and collectively the “Parties”) in connection with the Memorandum of Understanding (MOU) for College Access Network for School Improvement (NSI) Participation by and between ISD and NTN, dated October 1, 2023 (the “MOU”) who, as parties to the DSA, elect to accept these terms:

PREAMBLE

The mission of NTN is to provide a school education program intended to prepare students to excel in an information-based, technologically advanced society. To that end, certain data is being requested as part of the DSA to fulfill the organization’s mission. Therefore, ISD agrees that it will permit NTN to access individual student-level data, including but not limited to records that contain information directly related to an identifiable student and are maintained by ISD, as well as teacher data and row level information (the “Educational Records”) as further described below. Such disclosures of Educational Records will be made to enable NTN to conduct a study for or on behalf of ISD for the purpose of improving instruction (“Study”).

The scope of the Study addressed in this DSA is limited to the use of Educational Records solely for the purpose of calculating and analyzing student and school level information to assist in evaluating the ongoing effectiveness of the NTN services, supports, and NSI interventions supporting college access for students, creating statistics and reports to support grant applications and other financial support in furtherance of ISD’s educational interests, providing formative feedback to NTN, and for use in calculating network level results included in education publications.

NTN will use personally identifiable information (“PII”) from Educational Records provided pursuant to this DSA solely to conduct the Study for the purpose of improving instruction and within the scope described above.

THEREFORE, in consideration of the terms and conditions hereof, the parties agree to the following terms of this DSA:

1. **Data Sharing**

The Educational Records shall be provided by ISD to NTN without limitation. NTN agrees that, as between the parties, the Educational Records transferred from ISD to NTN is and shall remain the sole and exclusive property of the ISD. The format of the Educational Records will vary depending on integration method and requirements. ISD represents and warrants that it has all necessary rights to share Educational Records as set forth herein for the purposes and use set forth in this DSA. ISD will not provide to NTN or to NTN’s data partners individually-identifiable health information that falls under the protection of the Health Insurance Portability and Accountability Act (“HIPAA”), data

that deals with confidentiality provisions of the Patient Safety Rule, or social security numbers.

To the extent available to ISD, and in accordance with the Scope of the Study, as above stated, ISD will provide NTN with the types of Educational Records necessary to carry out the stated Study. The specific student data to be disclosed by ISD to NTN will include Educational Records, data points, and data obtained through ISD's use of the district's college readiness software that is organized in rows, with each student listed in a row with the relevant variables in the columns, such as [student demographic data, FAFSA status, College Entrance (CE) exam participation, and college application details] ("Row-Level Data").

In consideration of the analytics and information provided to ISD by NTN in connection with this DSA, ISD hereby grants NTN a non-exclusive, royalty-free, fully paid-up, worldwide license to access, process and analyze the ISD Educational Records.

The anticipated duration of the analytical Study addressed in this DSA shall be July 31, 2024.

2. Confidentiality

NTN will maintain the confidentiality of any and all Educational Records obtained from ISD as a part of this DSA. The confidentiality requirements under this paragraph shall survive the termination or expiration of this DSA or any subsequent agreement intended to supersede this DSA.

NTN agrees to conduct the Study in a manner that does not permit personal identification of parents and students, as those terms are defined by the Family Educational Rights and Privacy Act of 1974 and its implementing regulations (20 U.S.C. §1232g; 34 C.F.R. Part 99; "FERPA") by any individuals other than representatives of NTN that have legitimate interests in the information.

To ensure the continued confidentiality and security of the Educational Records, student and staff data processed, stored, or transmitted under this DSA at all stages of conducting the Study, NTN shall establish a system of safeguards that will, at a minimum, include the following:

- a. NTN shall develop, implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all data, including electronically-maintained or transmitted Educational Records received from, or on behalf of ISD. This obligation will be extended by contract to all subcontractors used by NTN.
- b. NTN and its employees, subcontractors and agents involved in the handling, transmittal, and/or processing of Educational Records provided under this DSA will be required to maintain the confidentiality of all student and staff-related personally identifiable information.
- c. Procedures and systems that shall require the use of secured passwords to access computer databases used to process, store, or transmit Educational Records provided under this DSA.
- d. Procedures and systems, such as good practices for assigning passwords, shall be developed and implemented to maintain the integrity of the systems used to secure

computer databases used to process, store, or transmit Educational Records provided under this DSA.

- e. Procedures and systems that are designed to ensure that all confidential Educational Records processed, stored, and/or transmitted under the provisions of this DSA shall be maintained in a secure manner that prevents the interception, diversion, or other unauthorized access to said Educational Records.
- f. The procedures and systems developed and implemented to process, store, or transmit Educational Records provided under this DSA shall ensure that any and all disclosures and re-disclosures of confidential student and staff data comply with all provisions of applicable federal and state laws relating to the privacy rights of students and staff (including, without limitation, FERPA) as such laws are applicable to the parties to this DSA.
- g. Before NTN may share Educational Records with any third parties, NTN will perform the following disclosure avoidance procedures: data suppression to withhold or remove identifiable information (eliminating identifiers) or recoding identifiers (if recoded crosswalk files will not be created).
- h. NTN shall return to ISD all Educational Records or any portions thereof requested by ISD, or, at ISD's election, NTN shall destroy all or any part of ISD's Educational Records that is within the possession or control of NTN and shall upon request by ISD, provide certification of such destruction.

3. Destruction of Information

ISD retains ownership of the PII from Educational Records that it provides to NTN pursuant to this Agreement. NTN agrees to destroy all Personally Identifiable Information from Educational Records when that PII is no longer needed for the purposes of the Study. In any event, the PII must be destroyed within three (3) months of completion of the Study.

4. Right to Audit

During the term of the Study, ISD maintains its right to audit or conduct other monitoring activities of NTN's policies, procedures, and systems with regard to the use of PII. NTN agrees that any PII will not be re-disclosed without permission of ISD except as permitted under applicable federal and state privacy laws.

5. Applicable Law

The laws of the State of California govern this DSA.

6. Indemnification

Each Party agrees to indemnify the other against actions, claims, damages and losses, including attorneys' fees that may arise out of or in any way result from the Party's own negligent or intentional acts, errors or omissions. The Parties shall not be held liable for any special, consequential, indirect or incidental damages incurred as a result of this DSA and the Parties shall be held harmless for any claims or lawsuits arising out of the release of information pursuant to a request by one of the Parties in conformity with this DSA or pursuant to law.

7. Entire Agreement

This DSA supplements and amends the MOU only with respect to the express subject matter herein, and the MOU is otherwise not affected. In the event of a conflict between this DSA and the MOU, the provision of this DSA shall prevail only with respect to the subject matter herein.

8. Execution

Each of the persons signing this DSA on behalf of a party or entity other than a natural person represents that he or she has authority to sign on behalf and to bind such party.

9. Assignment

None of the signatories to this DSA may assign their rights, duties, or obligations under this DSA, either in whole or in part, without the prior written consent of the other signatories to this DSA, except that either party may assign this DSA to a successor of all or substantially all of the assigning party's business or assets.

10. Severability

If any provision of this DSA is held to be illegal, invalid, or unenforceable under present or future laws effective during the term of this DSA such provision shall be fully severable. This DSA shall remain in full force and effect unaffected by such severance, provided that the severed provision(s) are not material to the overall purpose and operation of this DSA.

11. Waiver

Waiver by any signatory to this DSA of any breach of any provision of this DSA or warranty of representation set forth herein shall not be construed as a waiver of any subsequent breach of the same or any other provision. The failure to exercise any right under this DSA shall not operate as a waiver of such right. All rights and remedies provided for in this DSA are cumulative.

12. Modification and Amendments

This DSA may be amended or modified at any time only in writing by mutual agreement of the authorized representatives of the signatories to this DSA. ISD and NTN further agree to amend this DSA to the extent amendments are required by an applicable law or policy issued by an appropriate regulatory authority if the amendment does not materially affect the provisions of this DSA. However, if new laws, policies, or regulations applicable to ISD and NTN are implemented which materially affect the intent of the provision of this DSA, the authorized representatives of the

signatories to this DSA shall meet within a reasonable period of time, from the date of notice of such change of law, policy, or regulations, to confer regarding how and/or if those laws, policies, or regulations will be applied or excepted.

13. Term and Termination

This DSA shall be in effect for a term commencing from the effective date, which is the date when the DSA is fully executed by both parties. The term of this DSA shall expire on the termination date stated in the MOU.

Notwithstanding any other provision of this DSA to the contrary, either Party shall have the right to terminate this DSA at any time upon thirty (30) days' written notice to the other Party.

14. Data Custodians

NTN agrees to designate individuals who will be directly responsible for managing the Educational Records disclosed by ISD to NTN pursuant to this DSA ("Data Custodians"). NTN agrees to inform ISD of the names and position titles of such Data Custodians as soon as possible, but no later than within 30 days of the effective date of this agreement.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties agree to this Data Sharing Agreement as of the last day noted below.

NEW TECH NETWORK, INC.

By: Eileen Gady
[Title] Chief Financial Officer

EAST BAY INNOVATION ACADEMY

SIGNATURE:

By: Miranda Thorman
[Name] Miranda Thorman
[Title] Executive Director