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National Data Privacy Agreement v2: Usage Guidance and Development Processes



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THE NATIONAL DATA PRIVACY AGREEMENT: BACKGROUND

The Access 4 Learning (A4L) Community, and its special interest group the Student Data Privacy Consortium (SDPC), is a unique, non-profit collaboration composed of schools, districts, local authorities, states, US and International Ministries of Education, software vendors and consultants. The SDPC is designed to address the day-to-day, real-world multifaceted issues faced when protecting learner information by setting common expectations between market providers and end users. The Consortium leverages the work done by numerous partner organizations but focuses on those issues being faced by "on-the-ground" practitioners. The A4L Community has united these education technology end users and providers in an unprecedented effort to *'connect and secure effective learning ecosystems'* to give teachers more time to do what they do best: teach.

The SDPC's first project was to use a common *Data Privacy Agreement (DPA)* clause set, but after much growth and feedback, schools and states indicated they needed their own state-specific version of the DPA for larger adoption. Later, the conversation came full circle with 13 states using very similar DPAs with enough commonality that a national DPA Project Team was formed. This group explored the viability of developing a draft that could be used by any school/district across the US. Two years later, the Community released the first version of the *National Data Privacy Agreement (NDPA)*.

The NDPA has been developed with extensive review and comments from districts, state organizations, marketplace providers (vendors), and their legal representatives. The document is designed to address common student data privacy concerns to streamline the educational application contracting processes for schools/districts who do not have the legal or fiscal resources and vendors who previously had to sign "one-off" contracts with each of the over 13,000 US school districts. While the NDPA allows for any state-specific legislative requirements, the majority of the privacy expectations are standardized and may be used in addition to a Service Agreement (e.g. vendor Terms of Service (TOS) Agreements). In the event there is a conflict between the DPA and any other Service Agreement with respect to student data, this DPA shall supersede all other agreements, written or oral.

The *Legal Project Team* has the charge to:

- Continue to develop continuity in the NDPA usage across Alliances/Country,
- Establish clear, transparent, and open change management processes to the NDPA.

This document has been developed to protect the integrity of the NDPA, as well as the usage, change, and to approve Community expectations adopted by the members of the Student Data Privacy Consortium (SDPC).

Additional reference documentation is included in Appendix C.

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THE NATIONAL DATA PRIVACY AGREEMENT: MODEL USAGE

VERSION 2 USAGE GUIDELINES

1. Standard/Modified Student Data Privacy Agreement: Notice & Disclaimer

Access 4 Learning ("A4L") and its associated Student Data Privacy Consortium ("SDPC") have sponsored the Standard/Modified Student Data Privacy Agreement ("Agreement"), also referred to as the National Data Privacy Agreement. SDPC and its members have endeavored to produce an Agreement that aligns with the Family Educational Rights and Privacy Act ("FERPA") and certain state laws. However, neither A4L nor SDPC guarantee that the Agreement addresses compliance with all applicable laws.

Users assume all risks arising from using the Agreement and by logging in to the SDPC Resource Registry or other A4L web sites, accept the terms and conditions of the A4L Terms of Use and Privacy Policy, which may be reviewed here.

Users of the Agreement are advised to consult with their representative state associations or local counsel if they have any questions about the Agreement.

2. Usage Introductory Page (Appendix A)

While the National DPA has been developed to simplify the privacy expectations between end users and marketplace providers (vendors), appropriate usage of the Agreement is key. The optional NDPA introductory letter templates to this National Data Privacy Agreement Development and Usage Processes (Appendix A) start with a set of guiding principles and usage expectations established by Alliance and vendor leaders across the country. Realize that the NDPA is a living document that requires it to be "locked down" (ideally a locked but fillable document) until the next release determined by the Project Team and the A4L Community leadership. Again, usage of the Introductory Page is optional for each Alliance, District or Vendor Member as appropriate.

!	Usage of the 'Introductory Page' (Appendix A) is optional. Alliances, school districts and vendors may choose to send it out to the other party to an NDPA for additional guidance.

3. Jurisdictional considerations

NDPAs are subject to jurisdictional restraints. Most NDPAs are for a particular state, but in some cases, there are multi-state NDPAs. Careful attention should be given to the jurisdiction that each NDPA applies to, especially when using Exhibit "E" (General Offer of Terms).

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By contrast, the legal venue for judicial enforcement of any NDPA is specific to that agreement and set forth in the NDPA.

4. Making Changes to the NDPA

Put simply, ALL modifications (red lines, edits, etc.) to the standard clause set in a posted NDPA must be described and included in Exhibit "H" to continue to use the official NDPA moniker. Negotiated modifications to the standard clauses must appear in Exhibit "H".

!	If changes are made to the NDPA, then it must be referred to as either a 'Vendor-Specific' or 'District-Modified' NDPA. Please use 'Vendor-Specific' or 'District-Modified' nomenclature as outlined in the Agreement Type Naming Conventions section of this document.

5. Agreement Type Naming Conventions

The SDPC Resource Registry automatically 'names' each Agreement as it is uploaded onto the Registry. School Districts must select the correct Agreement document name, prior to attempting to upload. (Example: If changes have been made to the NDPA, then the user would need to select 'Vendor- Specific' or 'District-Modified' national model, not Standard Agreement. Follow the "Examples of usage" below to determine which model applies.)

State Alliances must add their state abbreviation, version number (and agreement type where required) (i.e. OH-NDPA-v2, CA-Vendor Specific-NDPA-v2-0, MA-District-Modified-NDPA-v2-0, etc.). This allows for any state and local specific requirements to be identified.

Please refer to the 'Agreement Type Naming Conventions reference table' on the following page.

When modifications agreed upon between Providers and LEAs are included, and such modifications are set forth in Exhibit "H", the relevant *"Vendor-Specific"* or *"District-Modified"* Agreement must be used. ***Modifications made to the standard clause set that are NOT reflected in the Exhibit "H" nullify the usage of the NDPA moniker.***

!	Any modifications made to the standard clause set that are NOT reflected in the Exhibit "H" nullify the usage of the NDPA moniker.

Examples of usage:

- NDPA Standard Agreement:
  - Exhibit "H" not included.
  - Exhibit "E" automatically included and active.

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- Vendor-Specific NDPA:
    - Either Exhibit "H" 'agreed to' changes approved by Alliance OR
    - Alliance has made a policy decision to permit LEA approval of Exhibit "H" 'agreed to' changes.
    - Exhibit "E" permitted; Vendor option to check box and sign Exhibit "E".
- District-Modified NDPA:
    - Exhibit "H" 'agreed to' changes not Alliance-approved or allowed by Alliance policy decision.
    - Exhibit "E" not permitted.
    - Vendor must sign individual Agreements with each District.

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Agreement Type Naming Conventions reference table

Agreement Type > **Agreement section ˅**	**STANDARD NATIONAL DATA PRIVACY AGREEMENT (NDPA)**	**VENDOR-SPECIFIC NDPA AGREEMENT**	**DISTRICT-MODIFIED NDPA AGREEMENT**	**INVALID AGREEMENT**
Preamble	**NO CHANGES**	**NO CHANGES**	**NO CHANGES**	**ANY CHANGES**
Standard Clauses	**NO CHANGES**	**ALL EDITS DEMONSTRATED IN EXHIBIT "H"**	**ALL EDITS DEMONSTRATED IN EXHIBIT "H"**	**ANY CHANGES**
Exhibit A: Products and Services	Will have agreed upon content	Will have agreed upon content	Will have agreed upon content	Will have agreed upon content
Exhibit B: Schedule of Student Data	Will have agreed upon content	Will have agreed upon content	Will have agreed upon content	Will have agreed upon content
Exhibit C: Definitions	**NO CHANGES**	**NO CHANGES**	**NO CHANGES**	**NO/ANY CHANGES**
Exhibit D: Special Instructions For Disposition Of Data	Only used/completed when requesting deletion	Only used/completed when requesting deletion	Only used/completed when requesting deletion	Only used/completed when requesting deletion
Exhibit E: General Offer of Terms	**NO CHANGES**	**NO CHANGES**	**NO CHANGES**	**NO/ANY CHANGES**
Exhibit F: Adequate Cybersecurity Frameworks	Information provided by Vendor	Information provided by Vendor	Information provided by Vendor	Information provided by Vendor
Exhibit G: Supplemental State Terms	(Information provided by Alliance) **NO FURTHER CHANGES**	(Information provided by Alliance) **NO FURTHER CHANGES**	(Information provided by Alliance) **NO FURTHER CHANGES**	(Information provided by Alliance) **NO FURTHER CHANGES**
Exhibit H: Description of 'Agreed To' Changes	**NONE**	**AGREED CHANGES** by School District / Vendor **AT THE ALLIANCE LEVEL**	**AGREED CHANGES** by School District / Vendor **AT THE DISTRICT LEVEL**	**ANY CHANGES**
Exhibit E available for others?	**YES**, within State	**YES**, within State	NO	NO
Vendor Signatory Badge available?	**YES** ('Standard' Badge)	**YES** ('Modified' Badge)	**NO**	**NO**

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6. Signatures

The collection of signatures on the NDPA will be determined by each Alliance or LEA leadership. Various forms of signatures may be accepted, some may require hand-written signatures on Agreements.

7. Posting Conventions

Alliance NDPA templates will be posted to the SDPC Resource Registry upon approval of the state Alliance's established policies and procedures. Access to the templates will be determined by the Alliance leadership in that state. Templates must be kept as similar as possible with A4L Community & SDPC branding, copyright and formatting.

8. Adoption

State Alliances may establish guidelines for their members to review and adopt the most recent version of the NDPA. In most cases, schools may adopt the NDPA on their own schedule, such as immediately upon version release or during the next contract renewal period with a marketplace provider (vendor).

9. Document Formatting

Alliances, LEAs and Vendor Members are advised NOT to share Word (.doc, .docx) or other editable versions of the NDPA. Alliances, please create a fillable PDF version for your Alliance and ensure these are posted on your State Alliance page on the SDPC Resource Registry.

For version 2, additional space has been created for all fillable fields (based on feedback received during Community Review).

It was agreed that white space within the document be removed to ensure that the length of the NDPA document is as condensed as possible, whilst allowing for sufficient space for fillable content to be inserted.

!	Alliances, LEAs and Vendor Members are advised **NOT** to share Word (.doc, .docx) or other editable versions of the NDPA. Alliances, please create a fillable PDF version for your Alliance and ensure these are posted onto your State Alliance page on the SDPC Resource Registry for download.

10. Use of additional Exhibits

Alliances are advised that the NDPA will be updated as changes necessitate, which may include the inclusion of additional Exhibits. Therefore, should additional information need to be included in the NDPA (for specific State purposes), we advise that these additional sections NOT be referred to as Exhibits. Please refer to them as appendices, addendums or similar.

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11. Overview for completing a Standard NDPA

(District initiating the process - most common)

STEP 1: (Originating LEA Responsibility) Originating LEA completes:

- Page 1
- Preamble (including the check box if Exhibit "G" is being incorporated into the NDPA) and Notices information.
    - Do not sign the document until you have received / agreed terms with the Vendor/Provider.
- Exhibit "A" (if known)
- Exhibit "D" - do not complete until disposition of data is required/requested.
- Exhibit "E" - page 1 only
- Exhibit "G" (if being incorporated)
- Originating LEA sends to Vendor for completion/signatures.

STEP 2: (Vendor Responsibility) Vendor completes:

- Preamble Notices information
- Exhibit "A" - please ensure ALL covered product/resource NAMES are provided on this Exhibit.
    - Specific information is required by the LEAs to correctly enter the NDPA onto the SDPC Resource Registry and ensure both parties are legally bound.
- Exhibit "B"
- Exhibit "D" - do not complete until disposition of data is required/requested.
- Exhibit "E" - page 1 only
    - Vendor/Providers are advised to include a generic email address for all future correspondence, so this does not have to be consistently updated (due to staff turnover, for example).
- Exhibit "F"
- NO redlines permissible on Standard Clauses or Contract Terms.
    - If redlines are required anywhere in the NDPA, please use a *Vendor-Specific* or *District-Modified* Agreement.
- Send a copy of the executed Agreement to the LEA.

STEP 3: (Originating LEA Responsibility) Originating LEA must:

- Review the completed NDPA to ensure that the vendor has been comprehensive in their declarations.
- Complete pages 1-3 of the agreement and sign.
- Create two PDF documents (one full NDPA signed Agreement, one standalone file containing just Exhibit "E"), ensuring correct protocols are followed.
- Upload both documents to the SDPC Resource Registry.
    - Ensure that the correct NDPA Agreement type is selected
        - *Standard*: If NO modifications have been made
        - *Vendor-Specific* or *District-Modified*: If Exhibit "H" is included in the NDPA v2.
- Send a copy of the countersigned Agreement to the Vendor.
    - ***PLEASE NOTE:*** If using a Vendor-Specific NDPA, you should wait for your Agreement to be approved and listed as 'Active' on the Registry by Alliance Admin before sending to the Vendor.

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Further Training Guides are available on the SDPC Resource Registry > Help > User Trainings.

For information on how to correctly upload your Agreements & Exhibits, please refer to the Preparing Agreements and Exhibits for upload Training Guide.

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FAQS / NOTES ON STANDARD CLAUSES AND EXHIBIT(S)

Preamble

In the Standard NDPA, Exhibit "E" is no longer optional. The Vendor must sign Exhibit "E" as well as the main signature blocks.

If a Vendor does not want to sign Exhibit "E", then a *Vendor-Specific* or *District-Modified* NDPA version should be used.

The Exhibit "H" checkbox has been removed from NDPA v2 and is only available on the *Vendor-Specific* or *District-Modified* NDPA version. *If the Parties desire to change any terms, use the 'Vendor-Specific' Agreement or 'District-Modified' Agreement. All Alliances with an Exhibit "G" in their standard NDPA template are required to make available 'Vendor-Specific' and "District-Modified' templates that incorporate the same Exhibit "G" text.*

Standard Clauses

1.2 Description of Products and Services

Vendor/Provider may not make any change to Exhibit "A" via an Addendum, ***except adding or deleting products or services*** (please refer to the NDPA for the full description and any restrictions).

The Vendor must notify the LEA, in accordance with the notification provisions of this DPA, of the existence and contents of an Addendum modifying the Products and Services (Exhibit "A"). The LEA will have thirty (30) days from receipt to object to the Addendum. If no written objection is received it will become incorporated into the DPA between the parties.

Please refer to Appendix B in this document for a copy of the Addendum template.

1.3 Student Data to be provided

The NDPA v2 will now always list a superset of data elements created by the application/resource. No longer will Exhibit "B" be unique for the LEA. LEAs can choose to indicate a smaller set of data elements actually being shared with the Vendor through a new SDPC Resource Registry enhancement.

The Vendor must notify the LEA, in accordance with the notification provisions of this DPA, of the existence and contents of an Addendum modifying the Schedule of Data (Exhibit "B"). The LEA will have thirty (30) days from receipt to object to the Addendum. If no written objection is received it will become incorporated into the DPA between the parties.

Please refer to Appendix B in this document for a copy of the Addendum template.

5.4 Data Breach

'White hat' security researchers who find a vulnerability and responsibly disclose it directly to the

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vendor/provider have not compromised the security, confidentiality or integrity of Student Data (e.g. unless addressed in State-specific data breach law for the purposes of this agreement, where a vendor has an established vulnerability disclosure policy. a white hat researcher accessing data for the sole purpose of providing a vulnerability report shall not alone trigger the mandatory data breach notification requirements of the agreement absent additional evidence of a data breach).

Exhibit A: Products and Services

Vendor may not make any change to Exhibit "A" via an Addendum, ***except adding or deleting products or services*** (please refer to the NDPA for the full description and any restrictions).

The Vendor must notify the LEA, in accordance with the notification provisions of this DPA, of the existence and contents of an Addendum modifying Exhibit "A" (Products and Services). The LEA will have thirty (30) days from receipt to object to the Addendum. If no written objection is received it will become incorporated into the DPA between the parties.

Addendum template and process (Appendix B)

A template (Appendix B) has been included in this Usage Guide should Vendors need to make changes to Exhibit "A" or Exhibit "B" - as per sections 1.2 (Description of Products and Services) or 1.3 (Student Data to Be Provided) in the NDPA.

> Vendor non-members: Please request a copy of the Addendum by emailing ndpa_requests@A4L.org. On completing the Addendum, Vendors will have to ensure that ALL Originating and Subscribing LEAs are notified.
>
> Vendor Members: Will complete the Addendum online (in the SDPC Resource Registry), and upon submission all Originating and Subscribing LEAs will be notified electronically.

If an Exhibit "E" was signed prior to the changes in Exhibit "B", those changes will automatically apply to Subscribing LEAs, as well as the Originating LEA, as long as the above process is followed. After notification, a Subscribing LEA with concerns about the changes should contact the Vendor directly (within the 30 day window) to discuss and possibly negotiate a replacement Agreement.

Specific requirements for changes that would trigger the need to update Exhibit "A" or Exhibit "B" using the Addendum are provided in the NDPA.

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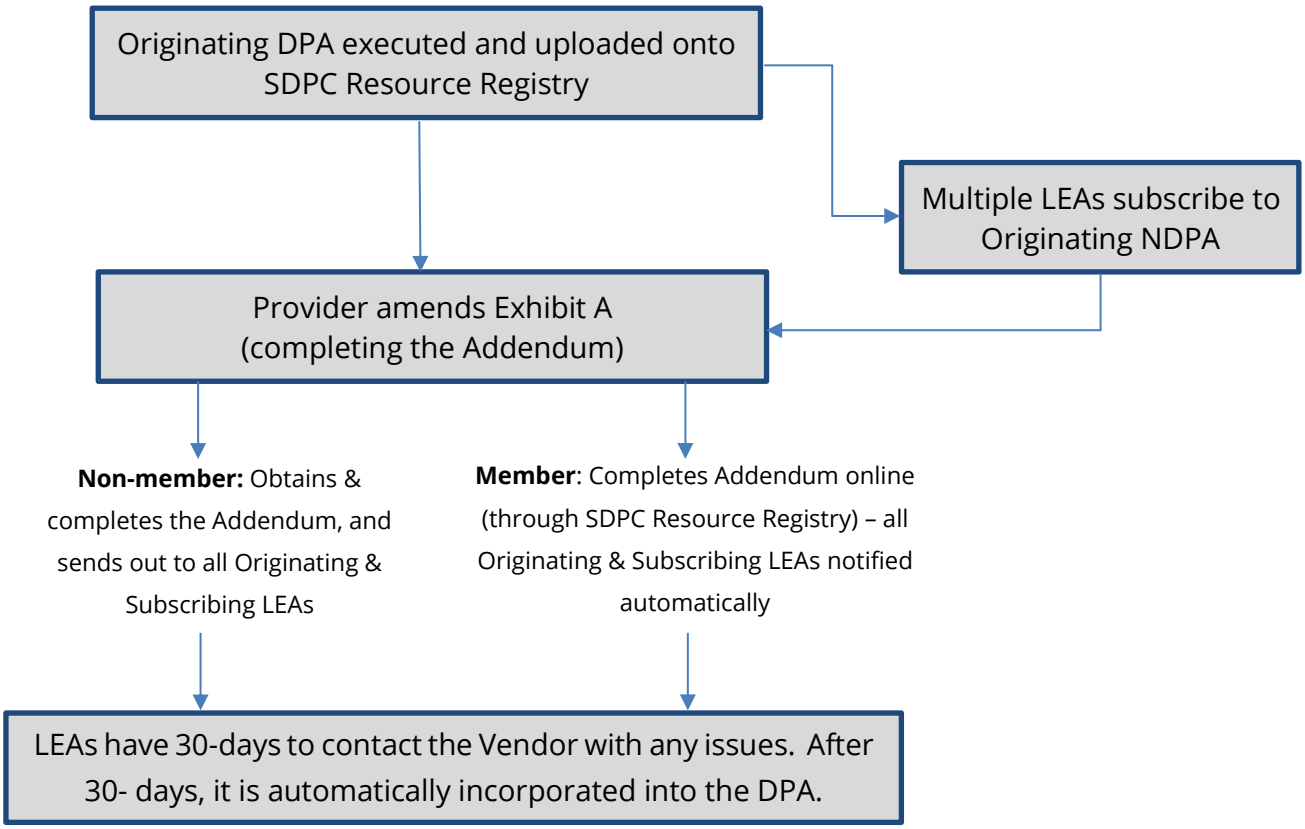


Exhibit B: Schedule of Student Data

Vendors may edit Exhibit "B" to include ALL the resources (by name) into one column to identify data elements. Data elements collected by product should be identified as required (R) or optional (O).

Vendors may now include 'All Products listed in Exhibit "A"' on Exhibit "B", ***so long as the Originating LEA ensures that EACH product listed in Exhibit "A" has the correct data elements assigned in the SDPC Resource Registry as documented in Exhibit "B".***

The NDPA v2 requires that the vendor list the superset of data elements collected or created by the application/resource. No longer will Exhibit "B" be unique for the LEA. LEAs can choose to indicate a smaller set of data elements being shared with the Vendor through a new SDPC Resource Registry enhancement.

The Vendor must notify the LEA, in accordance with the notification provisions of this DPA, of the existence and contents of an Addendum modifying the Schedule of Data. The LEA will have thirty (30) days from receipt to object to the Addendum. If no written objection is received it will become incorporated into the DPA between the parties.

Addendum template and process (Appendix B)

A template (Appendix B) has been included in this Usage Guide should Vendors need to make changes to Exhibit "A" or Exhibit "B" - as per sections 1.2 (Description of Products and Services) or 1.3 (Student Data

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to Be Provided) in the NDPA.

Vendor non-members: Please request a copy of the Addendum by emailing ndpa_requests@A4L.org. On completing the Addendum, Vendors will have to ensure that ALL Originating and Subscribing LEAs are notified.

Vendor Members: Will complete the Addendum online (in the SDPC Resource Registry), and upon submission all Originating and Subscribing LEAs will be notified electronically.

If an Exhibit "E" was signed prior to the changes in Exhibit "B", those changes will automatically apply to Subscribing LEAs, as well as the Originating LEA, as long as the above process is followed. After notification, a Subscribing LEA with concerns about the changes should contact the Vendor directly (within the 30 day window) to discuss and possibly negotiate a replacement Agreement.

Specific requirements for changes that would trigger the need to update Exhibit "A" or Exhibit "B" using the Addendum are provided in the NDPA.

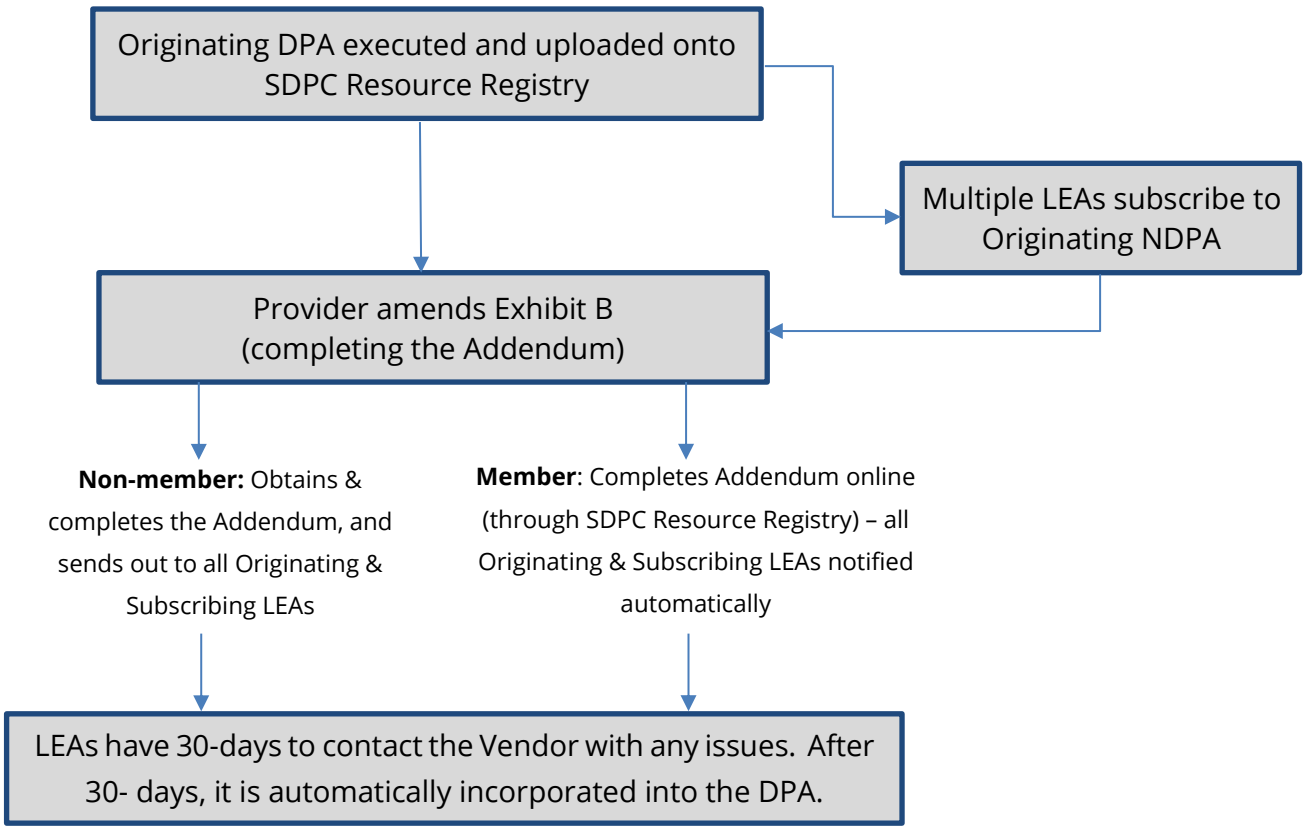


Exhibit D: Special Instructions For Disposition Of Data

After this DPA takes effect, if the LEA has special requirements for the disposition of Student Data that are not expressed in 4.6 Disposition of Data, the LEA may fill in this form and deliver it to the Provider.

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The Provider and the LEA must not fill in this form at the initiation of the DPA. All fillable fields have been removed from the Exhibit to reflect this.

You can use Exhibit "D" at any time or even multiple times during the contract's life, and at termination.

Examples:

1. When an LEA stops using the resource, they could send a request (using Exhibit "D" as a template) to the Vendor/Provider requesting all student data be deleted.
2. At the end of a school year, an LEA may send a request (using Exhibit "D" as a template) to the Vendor/Provider requesting all graduating students' data be deleted.
3. An LEA may send a request (using Exhibit "D" as a template) to the Vendor/Provider requesting a single student's data be deleted at any time.

You may not need to use Exhibit "D" if the Vendor/Provider has a standard disposal process which the LEA is comfortable with.

!	**The Provider and the LEA must not fill in this form at the initiation of the DPA. All fillable fields have been removed from the Exhibit to reflect this.** You can use Exhibit "D" at any time or even multiple times during the contract's life, and at termination.

Exhibit E: General Offer of Privacy Terms

NDPAs are subject to jurisdictional restraints. Most NDPAs are for a particular state, but in some cases, there are multi-state NDPAs. Careful attention should be given to the jurisdiction that each NDPA applies to, especially when using Exhibit "E" (General Offer of Terms).

Exhibit "E" provides the same privacy protections found in the NDPA between an Originating LEA to a Subscribing LEA, for the term of the NDPA, who accepts the Vendor/Provider's signature on the Exhibit ("piggyback" agreement).

In NDPA version 2, the Exhibit "E" has been extended to three pages. Alliances/Districts MUST ensure that the relevant information from page 1 (Originating LEA; Provider Name) are included on pages 2 and 3 to ensure continuity.

!	Alliances/Districts MUST ensure that the relevant information from page 1 of Exhibit "E" (Originating LEA; Provider Name) are included on pages 2 and 3 to ensure continuity. Alliances/Districts MUST ensure that Exhibit "E" remains on three pages.

Districts must ensure that the correct procedures are followed in creating a PDF copy of the Exhibit "E"

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for Subscribing LEAs before uploading it onto the SDPC Resource Registry. Should an Exhibit "E" be incorrectly uploaded, the Auto-Exhibit "E" Creator will not work for Subscribing LEAs.

Please review the Training Guides available should you need any assistance (these can be found on the SDPC Resource Registry > Help menu > User Trainings).

!	Districts must ensure that the correct procedures are followed in creating a PDF copy of the Exhibit "E" for Subscribing LEAs, before uploading it onto the SDPC Resource Registry. Should an Exhibit "E" be incorrectly uploaded, the Auto-Exhibit "E" Creator will not work for Subscribing LEAs. Please refer to the Preparing Agreements and Exhibits for upload Training Guide.

If the Auto-Exhibit "E" Creator functionality is being used within the SDPC Resource Registry, then the Originating LEA and Provider Name fields on page 1 will automatically be completed on pages 2 and 3.

Should the Subscribing LEA wish to terminate Exhibit "E", please refer to the 'Term & Termination' clause in the NDPA.

The NDPA v2 will now always list a superset of data elements created by the application/resource. No longer will Exhibit "B" be unique for the LEA. Subscribing LEAs can choose to indicate a smaller set of data elements being shared with the Vendor/Provider through a new SDPC Resource Registry enhancement.

If a Vendor signs the 'Standard' NDPA, they MUST sign the Exhibit "E" to enable Subscribing LEAs. A Vendor may, but is not required to, sign Exhibit "E" for a Vendor-Specific Agreement. An Exhibit "E" is not available for a District-Modified Agreement.

!	If a Vendor signs the 'Standard' NDPA, they MUST sign the Exhibit "E" to enable Subscribing LEAs to 'piggyback' onto the Originating Agreement.

Exhibit F: Adequate Cybersecurity Frameworks

A list of 'adequate cybersecurity frameworks' has been included in the NDPA. The intent of this Exhibit is to ensure that Vendor/Provider is implementing adequate cybersecurity measures to protect student data.

All school districts should ensure that AT LEAST one cybersecurity framework is selected by the Vendor/Provider when this NDPA is executed.

The Provider must mark one or more frameworks with which it complies. The Provider may change which

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framework it complies with without invalidating or changing the DPA, but must notify the LEA of such change in accordance with the notification requirements of the DPA.

Additional information may be supplied by the Vendor/Provider if they are using other frameworks and/or data is being stored outside of the US.

Where a State's privacy laws require specific cybersecurity frameworks, the Alliance should indicate this in Exhibit "G".

Exhibit G: Supplemental State-Specific Requirements

The State Supplement is an ***optional*** set of terms that will be generated on an as-needed basis by the State Alliances.

The scope of these State Supplements will be to address the requirements of any state-specific data privacy statutes and their requirements to the extent that they require terms in addition to, or different from, the National Standard Clauses. Exhibit "G" terms should be limited to those mandated by specific laws or regulations. Exhibit "G" additions will supplement or replace the referenced standard NDPA clause(s). The State supplements will be written so that they will not be edited/updated by individual parties.

!	The scope of Exhibit "G" will be to address the requirements of any state-specific data privacy statutes and their requirements to the extent that they require terms in addition to, or different from, the National Standard Clauses. **Exhibit "G" terms should be limited to those mandated by specific laws or regulations.**

Exhibit "G" must be uniform for all LEAs in an Alliance. Any changes to Exhibit "G" negotiated between Vendor/Provider and LEA, must be identified in Exhibit "H".

Exhibit H: Vendor-Specific and District-Modified

The only other area of possible NDPA modifications in Exhibit "H". Exhibit "H" allows for 'non-state mandated' changes by Alliances, LEAs or Vendor/Providers. When such modifications are agreed upon between Vendor/Providers and LEAs are included, and such modifications are set forth in Exhibit "H", the relevant *"Vendor-Specific"* or *"District-Modified"* Agreement must be used. ***Modifications made to the standard clause set that are NOT reflected in the Exhibit "H" nullifies the usage of the NDPA moniker.***

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!	Any modifications made to the standard clause set that are NOT reflected in the Exhibit "H" nullifies the usage of the NDPA moniker.

Examples of usage:

- NDPA Standard Agreement:
  - Exhibit "H" not included.
  - Exhibit "E" automatically included and active.
- Vendor-Specific NDPA:
  - Either Exhibit "H" 'agreed to' changes approved by Alliance OR
  - Alliance has made a policy decision to permit LEA approval of Exhibit "H" 'agreed to' changes.
  - Exhibit "E" permitted; Vendor option to check box and sign Exhibit "E".
- District-Modified NDPA:
  - Exhibit "H" 'agreed to' changes not Alliance-approved or allowed by Alliance policy decision.
  - Exhibit "E" not permitted.
  - Vendor must sign individual Agreements with each District.

Exhibit "G" must be uniform for all LEAs in an Alliance. Any changes to Exhibit "G" negotiated between Vendor/Provider and LEA, must be identified in Exhibit "H".

Exhibit "H" can be used to display simple copies of minimum changes or an entire redline of the DPA.

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NATIONAL DATA PRIVACY AGREEMENT: DEVELOPMENT AND APPROVAL PROCESS

REVISIONS

A. Project Team(s) Role

The ***Legal Project Team*** is the ongoing approved entity to manage the National Data Privacy Agreement (NDPA) draft development and policy and procedures surrounding its usage. This group is made up of all Community membership types with work minutes and outputs accessible via the Community site for review. The Legal Project Team is the "collection point" for the Community in requesting NDPA modifications to the Agreement.

The ***Vendor Project Team*** and ***SDPC Alliance Leadership Project Team*** are the ongoing entities to receive questions and suggestions for change on the current version of the NDPA. After group discussion, should any feedback/suggestion be deemed as 'changes required' to the current version of the NDPA, then they should be forwarded to the Legal Project Team for review and consideration.

Legal Project Team Goals:

- To continue to develop continuity in the NDPA usage across the Alliances/Country,
- To establish clear, transparent and open change management processes to the NDPA.

Vendor Project Team / SDPC Alliance Leadership Project Team Goal:

- To standardize, identify, and streamline opportunities for usage of the NDPA.

When enough 'changes required' have been gathered, the Legal Project Team will appoint a Sub-Committee (consisting of no more than 2 Vendor representatives, 2 Alliance representatives, and 2 neutral parties) to review and draft the next version of the NDPA for Community Review.

B. Leadership Group Role

As with all SDPC activities, the Membership elected North American Leadership Group (NA-LG) reviews the work of the Legal Project Team and has the duty to approve or not approve work deliverables as well as schedule and oversee the membership review and approval processes.

C. Naming Conventions

The North American Leadership Group (NA-LG), in conjunction with the Legal Project Team, is charged with developing the standard naming convention for future drafts produced by the A4L Community. It is expected that major agreed upon revisions (i.e. numerous new or modified clauses, exhibits or additional

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guidance) will utilize major release version numbers v1.0, v2.0, v3.0, etc. This will be driven when significant changes are made to the draft.

Should any Community Members find non-substantive issues in the current version of the NDPA (e.g. typos, minor word agreement, small Exhibit modifications, etc.), they should inform the Legal Project Team, Vendor Project Team or SDPC Alliance Leadership Project Team at the earliest convenience. Minor agreed-upon revisions of the current version (e.g. typos, minor word agreement, small Exhibit modifications, etc.) will utilize the minor revision edits of v1.1, v1.2, v2.1, v2.2, etc.

D. Membership Input and Community Review

There will be various "input" modification opportunities into subsequent NDPA releases. The Community is notified when a Community Review is underway of the current draft. Any A4L Community member can provide feedback to the Legal Project Team at any time between drafts - ideally through the Vendor or SDPC Alliance Project Teams.

The Legal Project Team could determine to conduct multiple Community Reviews of the draft under discussion. All comments are gathered and considered for the next version; a final list of all suggestions and their inclusion or non-inclusion is provided to the Community. The Legal Project Team then submits a draft to the North American Leadership Group (NA-LG) for approval. Should a NDPA Draft release be rejected, the Legal Project Team will work with the North American Leadership Group (NA-LG) to address any issues raised. Once this is completed, it can be submitted again for the full review process.

E. Approval Process

The final approved version of the next NDPA is reviewed and voted on by the North American Leadership Group (NA-LG) after thorough Community Review. As seen in all successful collaborative communities, a general consensus is strived for, but not all parties may have their edits included in the release.



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APPENDIX A: OPTIONAL INTRODUCTORY PAGE TEMPLATES

Introductory Page Template: Alliances to Districts

[Alliances may copy/paste this introductory page text, or any section thereof, onto their own letterhead and send as a SEPARATE document to the NDPA. ***Do not add it as 'page 1' to the NDPA****]*

Data Privacy Leader,

This National Data Privacy Agreement V2 (NDPA V2) is being offered to you to utilize as being a member of the [ENTER LOCAL ALLIANCE NAME]. The [ENTER LOCAL ALLIANCE NAME] is NOT providing legal services to your district and this NDPA is being proposed for use based upon best practices adopted by our Alliance members. You are strongly advised to follow your local procedures for obtaining permission to utilize the NDPA before executing any agreements with vendors.

The following usage guidelines are in place to protect the integrity of the National Data Privacy Agreement (NDPA), as well as the expectations of the process adopted by the members of the A4L Community (which includes the Student Data Privacy Consortium (SDPC)). Failure to comply with these guidelines will result in the deletion of an Agreement and notification to all users of the SDPC Resource Registry.

Usage Key Components:

- ***The NDPA V2 is not intended to be modified in any way.*** *If any modifications are made to the standard clauses, Exhibit "G", or Exhibit "E", then the Vendor-Specific or District-Modified NDPA must be used.*
    - ***Vendor-Specific NDPA V2*** *is to be used only when there have been agreed upon edits to the NDPA that are intended and approved by the Alliance leadership or designated representative, for ALL Alliance member districts. All edits to the standard clauses or state specific clauses in Exhibit "G", must also be reflected in Exhibit "H". Appropriate check boxes for Exhibit "G" and/or Exhibit "E" should be completed.*
    - ***District-Modified NDPA V2*** *is to be used only when there have been agreed upon edits to the NDPA that are intended to address ONE district's needs. These edits are not intended to apply to other districts and NO Exhibit "E" will be offered. All edits to the standard clauses or state specific clauses in Exhibit "G", must also be reflected in Exhibit "H".*

Standard Student Data Privacy: Notice & Disclaimer

Access 4 Learning ("A4L") and its associated Student Data Privacy Consortium ("SDPC") have sponsored the Standard/Modified Student Data Privacy Agreement ("Agreement"), also referred to as the National Data Privacy Agreement. SDPC and its members have endeavored to produce an Agreement that aligns with the Family Educational Rights and Privacy Act ("FERPA") and certain state laws. However, neither A4L nor SDPC guarantee that the Agreement addresses compliance with all applicable laws.

Users assume all risks arising from using the Agreement and by logging in to the SDPC Resource Registry or other A4L web sites, accept the terms and conditions of the A4L Terms of Use and Privacy Policy, which may be reviewed here.

Users of the Agreement are advised to consult with their representative state associations or local counsel if they have any questions about the Agreement.

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Introductory Page Template: District to Vendor/Provider

[Alliances/Districts may copy/paste this introductory page text, or any section thereof, onto their own letterhead and send as a SEPARATE document to the NDPA. ***Do not add it as 'page 1' to the NDPA****]*

[PLEASE NOTE: Your Alliance may have already drafted an introductory page version for use. Please check with your Alliance before using these templates]

Data Privacy Leader,

The following usage guidelines are in place to protect the integrity of the National Data Privacy Agreement (NDPA), as well as the expectations of the process adopted by the members of the A4L Community (which includes the Student Data Privacy Consortium (SDPC)). Failure to comply with these guidelines will result in the deletion of an Agreement and notification to all users of the SDPC Resource Registry.

The NDPA is being presented as a community created agreement intended to bring all parties together with respect to student data privacy obligations. The DPA has been developed with such input from industry experts over many years. Having said that, each organization that chooses to use the DPA should ensure that they have received proper approval to adopt this agreement. A4L, or any Alliance leadership is not providing any legal advice to each organization with respect to the adoption of this agreement to meet local requirements.

Usage Key Components:

- ***The NDPA V2 is not intended to be modified in any way.*** *If any modifications are made to the standard clauses, Exhibit "G", or Exhibit "E", then the Vendor-Specific or District-Modified NDPA must be used.*
    - ***Vendor-Specific NDPA V2*** *is to be used only when there have been agreed upon edits to the NDPA that are intended and approved by the Alliance leadership or designated representative, for ALL Alliance member districts. All edits to the standard clauses or state specific clauses in Exhibit "G", must also be reflected in Exhibit "H". Appropriate check boxes for Exhibit "G" and/or Exhibit "E" should be completed.*
    - ***District-Modified NDPA V2*** *is to be used only when there have been agreed upon edits to the NDPA that are intended to address ONE district's needs. These edits are not intended to apply to other districts and NO Exhibit "E" will be offered. All edits to the standard clauses or state specific clauses in Exhibit "G", must also be reflected in Exhibit "H".*

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Users of the Agreement are advised to consult with their representative state associations or local counsel if they have any questions about the Agreement.

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Introductory Page Template: Vendor Member to Districts

[Vendor Members may copy/paste this introductory page text, or any section thereof, onto their own letterhead and send as a SEPARATE document to the NDPA. ***Do not add it as 'page 1' to the NDPA****]*

[PLEASE NOTE: Your organization may have already drafted an introductory page version for use.]

Data Privacy Leader,

The following usage guidelines are in place to protect the integrity of the National Data Privacy Agreement (NDPA), as well as the expectations of the process adopted by the members of the A4L Community (which includes the Student Data Privacy Consortium (SDPC)). Failure to comply with these guidelines will result in the deletion of an Agreement and notification to all users of the SDPC Resource Registry.

The NDPA is being presented as a community created agreement intended to bring all parties together with respect to student data privacy obligations. The DPA has been developed with such input from industry experts over many years. Having said that, each organization that chooses to use the DPA should ensure that they have received proper approval to adopt this agreement.

Usage Key Components:

- ***The NDPA V2 is not intended to be modified in any way.*** *If any modifications are made to the standard clauses, Exhibit "G", or Exhibit "E", then the Vendor-Specific or District-Modified NDPA must be used.*
    - ***Vendor-Specific NDPA V2*** *is to be used only when there have been agreed upon edits to the NDPA that are intended and approved by the Alliance leadership or designated representative, for ALL Alliance member districts. All edits to the standard clauses or state specific clauses in Exhibit "G", must also be reflected in Exhibit "H". Appropriate check boxes for Exhibit "G" and/or Exhibit "E" should be completed.*
    - ***District-Modified NDPA V2*** *is to be used only when there have been agreed upon edits to the NDPA that are intended to address ONE district's needs. These edits are not intended to apply to other districts and NO Exhibit "E" will be offered. All edits to the standard clauses or state specific clauses in Exhibit "G", must also be reflected in Exhibit "H".*

Standard Student Data Privacy: Notice & Disclaimer

Access 4 Learning ("A4L") and its associated Student Data Privacy Consortium ("SDPC") have sponsored the Standard/Modified Student Data Privacy Agreement ("Agreement"), also referred to as the National Data Privacy Agreement. SDPC and its members have endeavored to produce an Agreement that aligns with the Family Educational Rights and Privacy Act ("FERPA") and certain state laws. However, neither A4L nor SDPC guarantee that the Agreement addresses compliance with all applicable laws.

Users assume all risks arising from using the Agreement and by logging in to the SDPC Resource Registry or other A4L web sites, accept the terms and conditions of the A4L Terms of Use and Privacy Policy, which may be reviewed here.

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APPENDIX B: ADDENDUM TEMPLATES

EXHIBIT A: ADDENDUM

EXHIBIT A: ADDENDUM

Provide a comprehensive list of services outlined in the initial Exhibit "A".

Please detail any revisions or updates made to the aforementioned list

FOR INFORMATION ONLY

TO BE COMPLETED BY THE PROVIDER

Amended On: _____

By: _____

Printed Name: _____

Provider Name: _____

District Name: _____

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EXHIBIT B: ADDENDUM

EXHIBIT B: ADDENDUM

Resource Name _____

Below is a revised list of Data Elements Collected by Product (required and optional):

Category of Data / Data Elements	Check if Used Initially by Your System	Check if Currently Used by Your System
Application Technology MetaData		
IP Addresses of users, use of cookies, etc.		
Other application technology metadata		
If 'Other' checked, please specify below checkbox:		
Application Use Statistics		
Meta data on user interaction with application		
Assessment		
Standardized test scores		
Observation data		
Voice recordings		
Other assessment data		
If 'Other' checked, please specify below checkbox:		
Attendance		
Student school (daily) attendance data		
Student class attendance data		
Communication		
Online communication captured (emails, blog entries)		
Conduct		
Conduct or behavioral data		
Demographics		
Data of birth		
Place of birth		
Gender		

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Category of Data / Data Elements	Check if Used Initially by Your System	Check if Currently Used by Your System
Ethnicity or race		
Language information (native, or primary language spoken by student)		
Other demographic information		
If 'Other' checked, please specify below checkbox:		
Enrollment		
Student school enrollment		
Student grade level		
Homeroom		
Guidance counselor		
Specific curriculum programs		
Year of graduation		
Other enrollment information		
If 'Other' checked, please specify below checkbox:		
Parent/Guardian Contact Information		
Address		
Email		
Phone		
Parent/Guardian ID		
Parent ID number (created to link parents to students)		
Parent/Guardian Name		
First and/or last		
Schedule		
Student scheduled courses		
Teacher names		
Special Indicator		
English language learner information		
Low-income status		

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Category of Data / Data Elements	Check if Used Initially by Your System	Check if Currently Used by Your System
Medical alerts/health data		
Student disability information		
Specialized education Services (IEP or 504)		
Living situations (homeless/foster care)		
Other indicator information		
If 'Other' checked, please specify below checkbox:		
Student Contact Information		
Address		
Email		
Phone		
Student Identifiers		
Local (school district) ID number		
State ID number		
Provider/app assigned student ID number		
Student app username		
Student app passwords		
Student Name		
First and/or last		
Student In App Performance		
Program/application performance (e.g. typing program – student types 60 wpm, reading program – student reads below grade level)		
Student Program Membership		
Academic or extracurricular activities a student may belong to or participate in		
Student Survey Responses		
Student responses to surveys or questionnaires		
Student Work		
Student generated content; writing, pictures, etc.		

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Category of Data / Data Elements	Check if Used Initially by Your System	Check if Currently Used by Your System
Other student work data		
If 'Other' checked, please specify below checkbox:		
Transcript		
Student course grades		
Student course data		
Student course grades/performance scores		
Other transcript data		
If 'Other' checked, please specify below checkbox:		
Transportation		
Student bus assignment		
Student pick up and/or drop off location		
Student bus card ID number		
Other transportation data		
If 'Other' checked, please specify below checkbox:		
Other		
Other data collected		
If 'Other' checked, please list each additional data element used, stored, or collected by your application below checkbox:		

FOR INFORMATION ONLY

TO BE COMPLETED BY THE PROVIDER

Amended On: _____

By: _____

Printed Name: _____

Provider Name: _____

District Name: _____

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APPENDIX C: ADDITIONAL RESOURCES

Laws

- Family Educational Rights and Privacy Act (FERPA):
    - https://studentprivacy.ed.gov/ferpa

- Children's Online Privacy Protection Rule:
    - https://www.ecfr.gov/current/title-16/chapter-I/subchapter-C/part-312

- State Student Privacy Laws:
    - https://studentprivacycompass.org/state-laws/

Guidance

- Department of Education Guidance: Protecting Student Privacy While Using Online Educational Services: Model Terms of Service:
    - https://studentprivacy.ed.gov/resources/protecting-student-privacy-while-using-online-educational-services-model-terms-service

- Complying with COPPA: Frequently Asked Questions:
    - https://www.ftc.gov/business-guidance/resources/complying-coppa-frequently-asked-questions

- Guide to Student Data Protections Under SOPIPA: For K-12 School Administrators and Ed Tech Vendors:
    - https://fpf.org/wp-content/uploads/2016/11/SOPIPA-Guide_Nov-4-2016.pdf

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