

CONFIDENTIALITY AND NONDISCLOSURE AGREEMENT

**WHEREAS**, the Allegany County Public Schools (hereinafter ACPS) desires to utilize services provided by vendor and vendor has agreed to provide services to ACPS and its students and/or staff; and

**WHEREAS**, in order to perform the services requested the vendor will need access to ACPS student data and/or staff data; and

**WHEREAS**, some of said data is directory information and some of said data includes personally identifiable information which is confidential information as defined under the Federal Family Education Rights Act ("FERPA") and the Health Insurance Portability and Accountability Act ("HIPPA"). Confidential information is subject to the provisions of Md. Education Code Ann. § 4-131 and may include but is not limited to: login, password, last name, first name, email address, and grade level.

**NOW, THEREFORE**, the parties do hereby agree as follows:

1. ACPS shall furnish to vendor information which may include confidential information as described in the recitals above and may further allow vendor the right to discuss or interview representatives of the ACPS with regard to that information. ACPS will determine the method and manner to distribute the information.
2. Vendor agrees that it will hold confidential information in trust and confidence and that it will obtain, maintain, use, transmit, and release any and all student and/or staff records during the term of the agreement and thereafter only in accordance with both "FERPA" and "HIPPA" privacy and security safeguards. Vendor further agrees that the information shall be used only for the contemplated purposes, shall not be used for any other purpose, or disclosed to any third party.
3. Except for electronic copies made for archival, backup or disaster recovery purposes, no copies will be made or retained of any information or prototypes supplied without the permission of ACPS.
4. All confidential information in whatever format, including prototypes, written notes, photographs, sketches, models, memoranda or notes taken shall be returned to ACPS at the conclusion of the project being performed for ACPS or upon demand by ACPS. At vendor's discretion, such information may be destroyed by vendor with such destruction certified in writing to ACPS.
5. Confidential information shall not be disclosed to any employee, consultant or third party unless they agree to be bound by the terms of this Agreement, and have been approved by ACPS.
6. Vendor must immediately notify ACPS if they are aware of a breach or unauthorized access to student or employee confidential data. Vendor will take such steps as directed by ACPS to mitigate damages resulting from such breach.
7. The recitals described above are considered fundamental parts of this agreement.
8. This Agreement shall be governed by the laws of the State of Maryland.

AGREED AND ACCEPTED BY:

Vendor \_\_\_\_\_  
Date \_\_\_\_\_  
Signature \_\_\_\_\_  
Printed Name \_\_\_\_\_  
Title \_\_\_\_\_

Witness: \_\_\_\_\_

Allegany County Board Of Education

Date \_\_\_\_\_  
Signature \_\_\_\_\_  
Printed Name \_\_\_\_\_  
Title \_\_\_\_\_

Witness: \_\_\_\_\_

The equipment identified below is being assigned to you for use as an Allegany County Public Schools (ACPS) employee. Use of the equipment and software is regulated by Board Policy GBM.

Assignee responsibilities are:

1. To keep the equipment safe and to assure that it is used professionally.
2. To immediately notify your administrator if the equipment cannot be located, is in need of repair, or software access has been compromised.
3. To replace equipment that is damaged, stolen, or lost due to your negligence with a new piece of equipment of the same model in the original packaging, or payment of the value of the equipment, to Allegany County Public Schools.
4. To maintain the original configuration and settings of the equipment and software as provided by ACPS, which include the following rules:
  - a) Removal of the security profile from the device is prohibited.
  - b) Content stored on the device including but not limited to pictures, audio, video, and Internet history are the property of ACPS.
  - c) Software access is only provided to the assignee and should not be shared.
5. To take your laptop or portable equipment with you when transferring between classrooms within the same school or in-county to another school provided that approval has been granted by your principal or supervisor. Information Technology (IT) must be notified if equipment is moved.
6. To notify the IT Department if you leave employment with ACPS and to return all equipment assigned to you.

Personally Identifiable Information (PII) stored in online services or on ACPS issued devices:

Except for those sites approved by ACPS for use by staff, ACPS will NOT be responsible for personal information stored on the device or stored/accessed in cloud services. Student PII shall not be stored on the device.

Your signature indicates that you have read and understood the agreement and that you will abide by the terms recited herein. If you are not the person to whom the equipment will be assigned, please print your name and sign below to indicate that you are accepting the responsibility for the equipment and that you have advised the assignee of their responsibilities.

|                                                  |  |  |
|--------------------------------------------------|--|--|
| Employee Name (print)                            |  |  |
| Employee Number                                  |  |  |
| School or Location (Room)                        |  |  |
| Equipment Type                                   |  |  |
| Bar Code                                         |  |  |
| Date Equipment Received                          |  |  |
| Signature of Employee                            |  |  |
| Received by (Print/Sign)                         |  |  |
| Date Return                                      |  |  |
| Signature of Supervisor or Principal upon Return |  |  |

**Forms to be returned to Information Technology - Use separate form for each piece of equipment**