

## **ADDENDUM DATA SECURITY PROVISIONS**

This Addendum provides the data security and confidentiality provisions any partner hosting a Cash for College seminar (“the Partner”) must agree to in order to assist the California Student Aid Commission (“the Commission”) in following up with student participants. The intent of the follow-up and use of data provided by the Commission must be limited to advising and assisting students in answering any questions they have regarding financial aid and completing their financial aid application. This Addendum shall be effective when the Partner accepts the Partnership Agreement (“Effective Date”) via the Workshop Management System (WMS).

### **I. RECITALS**

- a. WHEREAS, the Partner wishes to assist the Commission in improving outcomes for Californians by working together to ensure that students are aware of and apply for financial aid for college; and
- b. WHEREAS, the Commission is a state financial aid authority responsible for supervising state supported student financial aid programs in California, including administering the Cal Grant programs, and is committed to the public good, which desires to understand and better serve the citizens of California; and
- c. WHEREAS, the Commission’s use of the data, including distribution to third parties for research purposes, is subject to certain federal and state laws related to privacy and confidentiality, including the Family Education Rights Privacy Act (“FERPA”; 20 U.S.C. 1232g), the Higher Education Act (“HEA”; 20 U.S.C. 1001 et seq.); and the California Information Practices Act (“IPA”; Civil Code section 1798, et seq.); and
- d. WHEREAS, the Commission and the Partner intend this Addendum to provide adequate safeguards to ensure compliance with FERPA, HEA, and IPA, as applicable, by both parties; and
- e. WHEREAS, the FERPA permits the Commission to release educational records maintained by the Commission to third parties without prior written parental consent if the release is to assist CSAC in the administration of its financial aid programs. (34 C.F.R. section 99.31(a)(6)(B).)
- f. WHEREAS, the work contemplated by the Partnership Agreement and this Addendum will further the student financial aid objectives of the Commission; and
- g. WHEREAS, the Commission shall, from time to time, desire the Partner’s assistance in working with students to complete their financial aid applications; and

- h. WHEREAS, the Partner has the knowledge and capability to work with students as the Commission requests, in compliance with applicable local, state, or federal laws, regulations, and data security requirements; and
- i. WHEREAS, the Commission shall make Data, as defined below, available to the Partner as described herein and in Exhibits hereto; and
- j. NOW, THEREFORE, the Parties hereto agree as follows.

## II. TERM OF ADDENDUM

- a. This Addendum shall be effective upon acceptance of its terms by the Partner via the WMS system (“Effective Date”), and continue through September 10, 2022, unless terminated by either party pursuant to Section VII.

## III. DESCRIPTION OF DATA

- a. “Data” means the information that is described in Exhibit A, to be provided by the Commission to the Partner.

## IV. PURPOSE

- a. The purposes of this Addendum is to outline the terms and conditions agreed to by the Partner regarding the sharing of data to assist students in completing their financial aid applications, and to ensure that the Partner is aware of and complies with the requirements of FERPA, HEA, and IPA, as applicable.
- b. The general purpose of the Partner’s assistance is to work with students who need help completing their financial aid application. The Commission and the Partner recognize that access to certain student data can assist Partner to achieve this purpose, and that the results can improve the Commission’s administration of state and federal financial assistance programs.
- c. The Commission shall provide Data to the Partner only for the general purposes described herein and for the specific purpose set forth in Exhibit A (the “Purpose”). The Data shall not be used except as authorized under this Addendum and to achieve the Purpose, except with express written authorization from the Commission.
- d. The Partner shall not use the Data for personal gain or profit of any individual, it being understood and acknowledged that the successful conclusion of the research contemplated by this Addendum should be beneficial to all parties hereto and their constituents.

## V. DATA SECURITY, CONFIDENTIALITY, AND DATA ACCESS

- a. The Commission will transfer Data to the Partner in a secure manner, such as secure file transfer protocol, an encrypted cloud-based solution, or an encrypted hard drive.
- b. Data will be stored on the Partner's secure data infrastructure with appropriate levels of security for the data based on the FIPS Publication 199 protection levels. Data will not be copied to other computers and will not physically leave the Partner's data infrastructure. The Partner agrees to apply security patches and upgrades, and keep virus software up-to-date on all systems on which data may be used.
- c. The Partner will strictly limit the number of staff, faculty, students, and affiliates who have access to the Data to those necessary to accomplish the Purpose described in each Exhibit, or for administrative purposes related to data security ("Authorized Users").
- d. Each Authorized User will be assigned a unique username and password which must be entered in order to access the Data. The Partner will maintain a log establishing an audit trail of who has accessed the Data.
- e. The Partner will be responsible for ensuring that all Authorized Users adhere to the confidentiality, disclosure, transmission, destruction, storage of, and access to the Data described in this Addendum.
- f. The Partner will instruct all Partner staff and affiliates about the requirements for handling any Data, and about the potential sanctions for unauthorized disclosure or use of this Data. The Partner will ensure that Authorized Users have been informed of the procedures they must follow to maintain the confidentiality of the Data and that unauthorized dissemination or use of the Data may be a crime and could lead to civil and criminal penalties. The Partner will report to the Commission any unauthorized use or disclosure of the information of which it becomes aware.
- g. The Partner will not match or link any of the Data provided by the Commission with any other dataset outside of this project, except as specified in any Exhibits.
- h. The Partner acknowledge that various federal and state laws protect the Commission's Data from unauthorized disclosure and it is the Commission and the Partner's intent to ensure that the sharing and use of such Data is done in compliance with those laws. The Partner agrees to notify the Commission promptly if a security incident involving the information system or data occurs, and to provide the Commission the right to participate in the investigation of a security incident involving its data or conduct its own independent investigation, and that data custodian shall cooperate fully in such investigations.

- i. The Partner shall permit examination and on-site inspections by the Commission during the Partner's regular business hours upon reasonable advance notice solely for the purpose of ascertaining whether the terms of this Addendum are being met.

## VI. PUBLICATIONS AND REPORTS

The Partner does not intend to conduct any research or distribute or publish any documents or research utilizing the data provided pursuant to this Addendum. However, to ensure compliance with data security requirements, the following provisions are included:

- a. The Partner will be free to distribute and publish research results and other products of its research in works such as academic journals, books, online publications, unpublished working papers, and reports, materials and information included in presentations for academic seminars and conferences derived from, based on or using the Data, but only as it relates to the purposes identified in this Addendum, and after the Commission has had an opportunity to review as described in this Section.
- b. The Partner agrees to recognize the contribution of the Commission in all written or oral public disclosures concerning the Partner research using the Data, as appropriate in accordance with scholarly standards. Such recognition will also include a disclaimer to the effect that published material does not necessarily reflect the views of the Commission.
- c. The Partner is permitted to pursue the writing of articles, reports, presentations, or other publications based on the Data provided by the Commission using aggregate level data only. No research results will be reported in a manner that permits direct or indirect identification of any individual. This paragraph shall survive the termination of this Addendum.
- d. The Partner may author publications that are based directly or indirectly on the Data provided that the Commission has an opportunity to review all publications prior to their public dissemination. At least five (5) business days prior to publication (such 5-day period, the "Review Period"), Partner shall provide to the Commission a copy of all proposed publications disclosing Data, Data summaries or Data vignettes, collected, received or developed directly or indirectly on the data provided through this Addendum. The Review Period shall also be required in connection with any publicity and/or public information products, including news releases, reports, briefing papers, or other information products, relating to the Commission and/or the data that is being provided in connection with this Addendum.
- e. The Commission may provide comments and suggestions regarding the paper or

other publication during the Review Period, and the Partner will give such comments and suggestions due consideration. Should differences of viewpoint occur, an effort will be made to reconcile them by the Commission and the Partner. In the event that the difference of viewpoint cannot be resolved, the Partner shall use its reasonable efforts to report within the publication the Commission's view or interpretation clearly and fairly as an alternative to the view or interpretation being put forth by the Partner, subject in each case to editorial guidelines of such publication that apply to authors generally.

- f. Partner agrees to provide the Commission with all public written reports developed directly or indirectly from the Data.
- g. For purposes of this section, the term "publication" shall include the public dissemination of information via any medium, whether oral or written, including but not limited to books, magazines, newspapers, scientific journals, other periodicals, television, radio, presentations at conferences and symposiums, electronic mail, and internet postings.

## VII. TERMINATION OF ADDENDUM

- a. This Addendum shall expire as of the date described in Section II, unless extended by agreement of the Commission and Partner or terminated earlier under this Section VII. Either the Commission or the Partner may terminate this Addendum for any reason upon thirty (30) days' prior written notice to the other Party.
- b. Upon termination or expiration of this Addendum, the Partner shall destroy all Data provided by the Commission, unless the Commission and Partner agree otherwise.

## VIII. GENERAL TERMS

- a. **NO REPRESENTATIONS AND WARRANTIES.** The Commission warrants that it has the right to disclose the Data to Partner. **ALL DATA ARE PROVIDED "AS IS."** EXCEPT AS PROVIDED IN THE FIRST SENTENCE OF THIS PARAGRAPH, DATA OWNER MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, REGARDING THE DATA'S ACCURACY, COMPLETENESS OR USE. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE USE OF THE DATA WILL NOT INFRINGE ANY PATENT, COPYRIGHT, TRADEMARK, OR OTHER PROPRIETARY RIGHTS. THE RESEARCHERS MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND CONCERNING THE RESEARCH AND RESEARCH RESULTS AND DISCLAIM ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF

MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS.

- b. USE OF NAME. Except as expressly provided in this Addendum, neither the Commission nor the Partner shall use or register the other party's name (alone or as part of another name) or any logos, seals, insignia or other words, names, symbols or devices that identify the other party, including any school, unit, division or affiliate ("Names") for any purpose in connection with this Addendum or the Purpose except with the prior written approval of, and in accordance with restrictions required by, an authorized representative of the party whose name who is to be used. The foregoing notwithstanding, the parties agree that each party may respond to legitimate business inquiries with factual information regarding the existence and purpose of the relationship that is the subject of this Addendum, without written permission from the other party. Without limiting the foregoing, each party shall cease all use of Names of the other party permitted under this Addendum on the termination or expiration of this Addendum except as otherwise approved by the other party.
- c. LIMITATION OF LIABILITY. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, PUNITIVE, CONSEQUENTIAL, OR SPECIAL DAMAGES, INCLUDING LOST REVENUES OR PROFITS, ARISING FROM BREACH OF THE TERMS IN THIS ADDENDUM, NEGLIGENCE, STRICT LIABILITY OR OTHER TORT, OR ANY OTHER CAUSE.
- d. INDEMNIFICATION: The Partner agrees to indemnify, defend and save harmless the Commission, its officers, agents and employees from any and all claims and losses accruing or resulting to any individual or organization whose claim or loss arises from the Partner's performance under this Addendum or failure to comply with the provisions of this Addendum.
- e. GOVERNING LAW & LANGUAGE. This Addendum will be governed by, and construed in accordance with, the substantive laws of the State of California, without giving effect to any choice or conflict of law provision. Any action, suit or other proceeding arising under or relating to this Addendum (a "Suit") shall be brought in a court of competent jurisdiction in the State of California.

NOTICES. Any communication under this Addendum, excluding transmission of Data, may be delivered in person, by electronic mail, by registered or certified mail, postage prepaid, or by recognized delivery service. Any Notice of Termination must be sent by U.S. mail in addition to any other method of transmission.

- f. RELATION OF PARTIES. Partner is an authorized agent of the Commission for the research purposes and administration of financial aid identified in this

Addendum. The Partner and all of its personnel assigned to this project are bound by the terms of this Addendum.

- g. ASSIGNMENT. This Addendum and all rights and obligations hereunder shall not be assigned (whether through merger or consolidation, by operation of law, or otherwise), without the prior written consent of the other party and any attempt to assign without such prior consent in violation of this provision shall automatically terminate this Addendum.
- h. MODIFICATION. No modification or waiver of any provision of this Addendum or any Exhibit shall be valid unless in writing and executed by duly authorized representatives of both parties. A failure by one of the parties to this Addendum to assert its rights hereunder shall not be deemed a waiver of such rights. No such failure or waiver in writing by any one of the parties hereto with respect to any rights shall extend to or affect any subsequent breach or impair any right consequent thereon.
- i. SEVERABILITY. If any provision of this Addendum is or becomes invalid or is ruled invalid by any court of competent jurisdiction or is deemed unenforceable, it is the intention of the parties that the remainder of this Addendum shall not be affected.
- j. COUNTERPARTS. This Addendum may be executed in two or more counterparts, and by facsimile or electronic transmission, each of which will be deemed to be an original, but all of which together shall constitute one and the same instrument.
- k. ENTIRE AGREEMENT. Unless otherwise specified, the Partnership Agreement and this Addendum and its Exhibits embody the entire understanding between the Commission and the Partner for the Purpose, and any prior or contemporaneous representations, either oral or written, are hereby superseded.

## **Exhibit A- Project Description**

The Partner has determined to host one or more Cash for College seminars. To assist the Commission in ensuring that students fully understand the financial aid process and complete financial aid applications, the Partner has agreed to follow up with seminar participants utilizing survey results the students provide to the Commission. The Commission will provide those survey results to the Partner, as described below:

- Name
- Contact information, including email address
- Date of Birth
- High School
- Demographic information, including race/ethnicity; whether the student is the first family member to attend college; foster care participation
- Whether the student completed the financial aid application
- Student feedback regarding the webinar/seminar
- Whether the student has registered to vote