DATA SHARING AGREEMENT

This Data Sharing Agreement (the "Agreement") is entered into between The University of Florida Board of Trustees, a public body corporate for the UF Lastinger Center ("Provider") and the Sarasota County Schools (the "District"). The District and Provider will be collectively referred to as the "Parties."

In order to administer the New Worlds Reading Initiative ("Program") on behalf of the State of Florida to students residing within the District, Provider will need access to certain student information held by the District. District agrees to provide such information under the terms and conditions of this Agreement.

1. DEFINITION, USE, AND TREATMENT OF DATA.

   A. "Data" shall include, but is not limited to, the following: Student's Name, Parent's name, Mailing address, Phone number (parent or guardian), State ID, Achievement Level, Demographic Data, and any other information that information that is necessary for Provider to implement the Program within the District.

   B. All Data accessed or used by the Provider shall at all times be treated as confidential by Provider and shall not be copied, used or disclosed by Provider for any purpose not related to administering the Program within the District. As outlined in more detail below, Provider recognizes that personally identifiable information is protected against disclosure by Federal and State Statutes and Regulations, and Provider agrees to comply with said restrictions.

2. PURPOSE, SCOPE AND DURATION.

   A. The Parties acknowledge that the District is subject to the Family Educational Rights and Privacy Act (20 U.S.C. 12332(g)) (FERPA), which law and supporting regulations generally address certain obligations of an educational agency or institution that receives federal funds regarding disclosure of personally identifiable information in education records. As set forth in more detail below, the Parties agree that Provider is a "school official" under FERPA and has a legitimate educational interest in personally identifiable information from education records because Provider: (1) provides a service or function for which the District would otherwise use employees; and (2) is subject to the requirements of FERPA governing the use and redisclosure of personally identifiable information from education records.

   B. This agreement becomes effective immediately upon the date of execution and shall remain in effect during the time that Provider provides services to the District. Provider agrees to use said Data solely for the purposes of implementing the Program within the District.

   C. At the conclusion of this agreement Provider agrees to destroy or transfer to the District underthe direction of the District all Data relating to the District, its students, and its employees that Provider may have in its possession or in the possession of any subcontractors or agents to which the Provider may have transferred Data.

3. DATA SHARING.

A. Except as necessary to fulfill its obligations to the State of Florida under the Program, Provider shall not share Data with any additional parties, without prior written consent of the District.

B. Should Provider receive a court order or lawfully issued subpoena seeking the release of suchData or information, Provider shall immediately provide notification in writing to the District of its receipt of such court order or lawfully issued subpoena and shall immediately provide the District with a copy of such court order or lawfully issued subpoena prior to releasing therequested Data or information.

4. SECURITY CONTROLS.
   A. Provider shall store and process Data in accordance with industry best practices. This includes appropriate administrative, physical, and technical safeguards to secure Data from unauthorized access, disclosure and use.

5. INDEMNIFICATION.
   A. Subject to the limitations set forth in Florida Statute section 768.28, Provider shall indemnify and hold harmless the District and its officers, agents, subcontractors, and employees, from any and all claims, losses, suits or liability, including reasonable attorneys' fees for damages or costs resulting from the acts or omissions of Provider, while performing under this Agreement.

6. TERMINATION
   A. The District may terminate this agreement at any time at its discretion upon written notification to Provider. If the District terminates the Agreement, or if Provider ceases to perform services for the District that requires access to Data, Provider shall return to the District all Data delivered to it or collected during the course of the Agreement. Further, Provider shall certify to the District in writing within five (5) business days that all copies of the Data stored in any manner by Provider have been returned to the District and permanently erased or destroyed using industry best practices to assure complete and permanent erasure ordestruction.

University of Florida	**Sarasota County Schools**
Signature of Authorized Representative	*Signature of Authorized Representative*
Printed Name	*Printed Name*
Position	*Position*
Date	*Date*

Approved for Legal Content
December 8, 2021 by
Shumaker, Loop & Kendrick, LLP
Attorneys for The School Board
of Sarasota County, Florida
Signed: MRM