

PERMISSION TO RELEASE DATA

This PERMISSION TO RELEASE DATA (this "Agreement") dated this ____ day of _____, 2020 (the "Effective Date") by and between NWEA and _____, a {public school district} in Michigan (hereinafter called "DISTRICT"), collectively known as the "Parties."

RECITALS

WHEREAS, DISTRICT is responsible for managing and operating DISTRICT schools and is a subscriber of MAP®, a computer adaptive assessment, a product provided by NWEA;

WHEREAS, NWEA maintains DISTRICTS' confidential student educational records as a result of MAP testing;

WHEREAS, DISTRICT provides notices of its practices regarding collection, use and sharing of personally identifiable information and obtains any parental consents that may be required, if any, under law;

WHEREAS, DISTRICT desires that NWEA release confidential student and staff data, specifically, student and staff personally identifiable information that are garnered from MAP administration and testing (the "Confidential Data") to a third party, known as **Kalamazoo Regional Educational Service Agency ("Kalamazoo RESA") on behalf of the Michigan Data Hub**

NOW THEREFORE, in consideration of the mutual promises and the terms and conditions set forth herein, the Parties do hereby agree as follows:

TERMS AND CONDITIONS

1. **SCOPE OF SERVICES:** NWEA agrees to release the Confidential Data obtained from the DISTRICT schools (the "Schools") to **Kalamazoo RESA**. A list of data that NWEA will release is described in Exhibit A attached hereto. The data will be released in an electronic format and through a secure FTP site.

2. **COMPLIANCE WITH THE LAW.** DISTRICT represents and warrants to NWEA that DISTRICT has obtained any and all required consents to collect and release the Confidential Data to NWEA and Kalamazoo RESA and that such release is in accordance with all applicable local, state and federal laws, including the Family and Educational Rights and Privacy Act (20 U.S.C. 1232g) and the Children's Online Privacy Protection Act of 1998 (15 U.S.C. §§6501-6506 ("COPPA"), and DISTRICT understands that the release of individually identifiable information of students to persons or agencies not authorized to receive such information is a violation of United States federal law.

3. **DISCLAIMER OF WARRANTIES.** NWEA is providing the Confidential Data on an "as is" and "as available" basis and any express or implied warranties, including, but not limited to, the implied warranties of merchantability, non-infringement and fitness for a particular purpose are disclaimed.

4. **LIMITATION OF LIABILITY.** In no event shall NWEA be liable for any indirect, incidental, special, exemplary, or consequential damages (including, but not limited to, procurement of substitute goods or services; loss of use, data or profits; or business interruption) or any other damages not arising from NWEA's gross negligence or willful misconduct however caused and on any theory of liability whether in contract, strict liability, or tort (including NWEA's own negligence or otherwise) arising in any way out of NWEA's actions taken pursuant to this Agreement or the use of the Confidential Data, even if advised of the possibility of such damage.

5. **INTELLECTUAL PROPERTY.** No title to the MAP assessment system shall pass to District or to Kalamazoo RESA. All right, title and interest in the MAP assessment system, including all intellectual property therein or appurtenant thereto shall remain owned by NWEA. It is impermissible for anyone other than NWEA to develop, use, market, license, sell or otherwise distribute any products derived in whole or in part from the MAP assessment system or based on techniques revealed by use of the MAP assessment system. NWEA retains all right, title and interest in the MAP assessment system and all subsequent enhancements thereto, including without limitation all copyrights and patents embodied therein.

6. **TERMINATION.** This Agreement shall be in effect until DISTRICT provides a thirty (30) day written notice to NWEA stating that the DISTRICT is terminating this Agreement.

7. **GOVERNING LAW.** This Agreement will be governed and interpreted by the laws of the State of Oregon, USA. Exclusive jurisdiction and venue for all disputes will be in the state and federal courts residing in Multnomah County, Oregon, and each party hereby irrevocably submits to the jurisdiction of those courts.

Please confirm your understanding of the Permission to Release Data by returning to NWEA a signed copy of this letter agreement. By signing below, I acknowledge that I have the necessary permission to grant this permission.

Accepted and agreed to by an authorized representative as of this ____ day of _____ 2020.

District Name:_____

NCES:_____

By:_____

Name:_____

Title:_____

Date:_____

EXHIBIT A

LIST of DATA FIELDS to be RELEASED BY NWEA

All fields included in the NWEA standard Comprehensive Data File (CDF) plus School number and District number. This agreement applies to all available historical data, the current year's testing data, and all future years unless or until one of the parties ends the agreement in writing.