

FERPA Confidentiality Agreement

As a business entity contracting with the Warren County School District, the Warren/Forest Higher Education Council. (hereinafter referred to “Contracting Party”) acknowledges that it may receive information (e.g. educational records, personally identifiable student information, etc.) that is confidential information protected by law, including, but not limited to, The Family Educational Rights and Privacy Act (FERPA). Therefore, Contracting Party, in exchange for the compensation received through its contractual relationship with the Warren County School District, agrees as follows:

1. Contracting Party and its employees and agents shall at all times abide by all federal, state, and local laws, rules, regulations, and ordinances regarding the handling, safekeeping, destruction, and further disclosure of said confidential information.
2. Contracting Party shall use the confidential information for the sole purpose of fulfilling its contractual obligations to the Warren County School District.
3. Any confidential information provided from the Warren County School District to Contracting Party in order for Contracting Party to fulfill its contractual obligations to the Warren County School District is being provided under the strict condition that, unless permitted by law, Contracting Party shall not further disclose the information without the prior consent of the parent or eligible student, as these terms are defined under FERPA.
4. Contracting Party shall (i) maintain strict security measures which will prevent disclosure of the confidential information to any third party, (ii) limit the number of its employees who have access to such information and (iii) inform its employees of their obligation to maintain strict confidentiality of the information.
5. To prevent unauthorized access, maintain data accuracy, and ensure the appropriate use of the confidential information, Contracting Party shall have in place appropriate physical and electronic security procedures such as strong authentication, fire walls, VPNs, encryption, and secure servers.

6. Contracting Party shall, to the fullest extent permitted by law, hold harmless, indemnify and release the the Warren County School District , its employees, officers, School Board Members, agents, and representatives from any and all claims, suits, settlements, proceedings, demands, assessments, judgments, losses, costs, damage and expenses including, without limitation, reasonable attorney's fees and litigation costs, arising as a result of (i) Contracting Party's, or its agents or employees, failure to maintain the security of the confidential information or to comply with any term of condition of this Agreement; (ii) Contracting Party's, or its agents or employees, failure to abide by any federal, state, or local law, rule, regulation, or ordinance with regard to the handling, safekeeping, and/or disclosure of the confidential information; or (iii) Contracting Party's, or its agents or employees disclosure of the information without the prior consent of the parent or eligible student. Contracting Party agrees that its in accordance with this provision shall survive the termination of this Agreement and shall apply regardless of when any such cause of action is asserted.

7. Contracting Party agrees that if any term or provision of this Agreement is to be unenforceable, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the Contracting Party shall be construed and enforced as if this Agreement did not contain the particular part, term or provision.

8. By signing below, the individual signing certifies that he or she is an authorized agent of the Contracting Party and that, upon its execution, this Agreement shall be legally binding upon the Contracting Party.

By signing and dating below, Contracting Party indicates its intent to be legally bound by the terms and conditions stated herein.

WARREN/FOREST HIGHER EDUCATION COUNCIL

By: _____
Signature of Authorized Agent

Date

Printed Name of Authorized Agent

Title of Authorized Agent