

CONFIDENTIALITY AGREEMENT

STATE OF GEORGIA
COUNTY OF DOUGHERTY

THIS AGREEMENT, made on the ____ day of _____, 2011, by and between the THE DOUGHERTY COUNTY BOARD OF EDUCATION (hereinafter referred to as “DCSS”) and _____ (hereinafter referred to as the “Receiving Party”).

WHEREAS, DCSS and the Receiving Party entered into a contract for goods or services (hereinafter referred to as the “Chief Contract”) on or about _____.

WHEREAS, in the course of performing its duties under the Chief Contract, the Receiving Party has requested personally identifiable information, as defined by § 99.3 of Title 34 of Code of Federal Regulations (hereinafter referred to as “C.F.R.”), related to DCSS students;

WHEREAS, pursuant to 34 C.F.R. § 99.33, prior to the release of such personally identifiable information, the Receiving Party covenants and agrees to the restrictions regarding the use and re-disclosure of such personally identifiable information which are contained herein.

W I T N E S S E T H:

1. Terms used herein without definition shall have the meanings assigned to them in 34 C.F.R. § 99.3.

2. With respect to personally identifiable information received from DCSS, the Receiving Party covenants and agrees that it shall comply with all applicable requirements of the Federal Educational Rights and Privacy Act (“FERPA”), § 1232g of Title 20 of the United States Code Annotated, and 34 C.F.R. § 99.

3. The Receiving Party covenants and agrees that it will be under the direct control of DCSS with respect to the use and maintenance of all personally identifiable information received from DCSS. *See* C.F.R. 99.31(a)(1)(i)(B)(2).

4. The Receiving Party covenants and agrees that it will be subject to and comply with the requirements of 34 C.F.R. § 99.33(a) regarding the use and re-disclosure of personally identifiable information received from DCSS. *See* C.F.R. 99.31(a)(1)(i)(B)(3). Specifically, the Receiving Party covenants and agrees as follows: 1) that it will not re-disclose personally identifiable information received from DCSS to any other party without the prior consent of DCSS and the parent or eligible student; and 2) that it will only use personally identifiable information received from DCSS for the purposes for which such information is disclosed. The purposes for which such information is disclosed shall be within the sole discretion of DCSS. *See* 34 C.F.R. § 99.33(a)(1) and 34 C.F.R. § 99.33(a)(2).

5. The Receiving Party covenants and agrees that it shall not use any personally identifiable information received from DCSS in violation of any applicable federal, state, or local law, rule, or regulation.

6. A breach of this Agreement or a violation of 34 C.F.R. § 99 by the Receiving Party may result in the Receiving Party being barred from access to personally identifiable information for a period of at least five (5) years. *See* 34 C.F.R. § 99.33(e)

7. This Agreement is governed by the laws of the State of Georgia.

8. No act of DCSS shall be construed as an amendment to this Agreement or waiver of DCSS's right to require strict compliance with this Agreement.

9. This Agreement may only be amended by a writing signed by both Parties.

IN WITNESS WHEREOF, the parties hereto have executed this instrument on the day
and year first above written.

DCSS

(S E A L)

Signed, sealed, and delivered in
the presence of:

By: _____
Title: Superintendent

Attest: _____
Title: Secretary

Notary Public
My commission expires:
(Notary Seal)

RECEIVING PARTY:

(S E A L)

Signed, sealed, and delivered in
the presence of:

By: _____
Title: _____

Attest: _____
Title: _____

Notary Public
My commission expires:
(Notary Seal)