



Data Sharing Agreement

School District Requesting Data Transfer

District Name: _____
Administrator Name: _____
Job Position: _____
Phone: _____
Address: _____

Data Provider

Agency Name: SameGoal, Inc
Phone: 888-726-3462
Address: 3401 Enterprise Parkway, Suite 340
Beachwood, OH 44122

Data Recipient

Agency Name: Education Advanced, Inc (provider of "TestHound" software)
Phone: 855-672-3473
Address: 2702 E. 5th St. #372
Tyler, TX 75701

I. PURPOSE

The School District ("District") identified above is party to a Software License Agreement (the "Agreement") with SameGoal, Inc ("SameGoal"). That Agreement has provisions for the use, maintenance and confidentiality of all District information. The Agreement notwithstanding, the District has requested that SameGoal share confidential special programs data ("Information") with their third-party Testing Coordination Provider, Education Advanced, Inc ("TestHound"). This information is to be used by TestHound to identify state assessments students will take and corresponding testing accommodations.

II. PERIOD OF AGREEMENT

This agreement will begin on _____ and will end when the district has requested that SameGoal no longer share this information.

III. JUSTIFICATION FOR ACCESS

TestHound requires special programs data from school districts to assist districts with identifying state assessments students will take and corresponding testing accommodations. When sharing confidential information, the school district must follow FERPA guidelines.

IV. METHOD OF DATA ACCESS OR TRANSFER

SameGoal will provide a file of the Information (e.g., DistrictID, CampusID, LocalID, Subject, Accommodation, Notes) to TestHound. The file will be transferred on a regular basis (e.g. nightly).

V. LOCATION OF MATCHED DATA AND CUSTODIAL RESPONSIBILITY

SameGoal is providing the Information at the request of the District indicated and, SameGoal bears no responsibility for the Information once it has been transmitted. The parties mutually agree that TestHound will be designated as “Custodian” of the file(s) and will be responsible for the observance of all conditions for use and for establishment and maintenance of security agreements as specified in this agreement to prevent unauthorized use. Where and how the data will be stored and maintained is the responsibility of TestHound.

This agreement represents and warrants further that the Information shall not be disclosed, released, revealed, showed, sold, rented, leased, loaned, or otherwise have access granted to the Information covered by this agreement to any person. Access to the data covered by this agreement shall be limited to the minimum number of individuals necessary to achieve the purpose stated in this section and to those individuals on a need-to-know basis only.

VI. WAIVER OF LIABILITY

SameGoal is releasing District Information solely at the request of the District. District hereby releases, waives, discharges and covenants not to sue SameGoal, its officers, agents, or employees from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or related to any loss or damage that may be sustained by District, or any third party as a result of the release of the Information.

VII. CONFIDENTIALITY

The User agrees to establish appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Information and to prevent unauthorized use or access to it.

IX. SIGNATURES

In witness whereof, the District's authorized representative attests to and executes this agreement effective with this signing for the period set forth in Article II.

(Signature)

(Date)

(Printed Name)

(Title)