

Transfer of Personally Identifiable Student Information

In accordance with Act 677 of the 2014 Louisiana Legislature, the St. Charles Parish School Board (SCPSB) seeks to increase awareness of the transfer of personally identifiable student information to ensure that parents and citizens have an accurate picture of said transfers. To that end, SCPSB wishes to enter into an agreement, or clarify an existing agreement, between ourselves and

hereinafter referred to as "Recipient".

To the fullest extent permitted by law, the Recipient agrees to and shall defend, indemnify and hold the St. Charles Parish School Board (SCPSB), its officers, agents and employees, harmless from and against any and all third party claims, suits, liabilities, losses, expenses, liens, costs, demands and causes of action of every kind and character including those of the Recipient, its agents and employees, as well as parents of SCPSB students, third parties, and all others, for any and all claims including, but not limited to, identify theft, bodily injury, personal injury, damage or destruction of real or personal property, libel, slander, defamation, including costs, attorneys' fees and settlements arising out of or in any way connected with the request, transfer, acquisition, obtainment, processing, use, and/or distribution of data elements and information regarding personally identifiable student information, by any negligent act or omission performed by the Recipient or any agent, employee, invitee or licensee of the Recipient, whether resulting from or contributed to by the negligence in any form by its officers, agents or employees whether active or passive. The Recipient shall pay all reasonable legal fees and costs incurred by SCPSB under this agreement to enforcing the indemnification articulated under this Section.

Recipient agrees that, upon termination of this agreement, it shall return all data to the SCPSB in a usable electronic form, and erase, destroy, and render unreadable all SCPSB data in its entirety in a manner that prevents its physical or digital reconstruction through the use of commonly available file restoration utilities, and certify in writing that these actions have been completed within thirty (30) days said termination. Recipient further acknowledges that the confidentially obligations and duties imposed or implied by the nature of any data elements and information incident to this agreement, as well as those imposed or implied by the agreement itself, shall remain in effect, surviving the termination of this agreement, for a period of fifteen (15) years or for so long as the information remains confidential.

The Executor of this contract for the Recipient herein represents and warrants that he or she has the unrestricted right to execute this agreement and that their doing so will not violate any law or intellectual property, property, proprietary, contract, or other right of any third party.

Recipient – Signed Date

SCPSB – Signed Date

Recipient – Printed

SCPSB – Printed

Title

Title