DATA TRANSFER, RETENTION, AND RELEASE AGREEMENT

This agreement, is entered into on [INSERT DATE HERE] (hereinafter, the “Agreement”) by and between the undersigned company (hereinafter, “Company”) and the Jordan-Elbridge Central School District with offices located at 9 N. Chappell St., Jordan, New York 13080 with a mailing address of the same (hereinafter, “JECSD”). Company and JECSD may be referenced as a “Party” and collectively as “Parties”.

**RECITALS**

**WHEREAS**, the JECSD desires to transfer its data to the third party, or to a location designated by the JECSD which may be accessible by a third party, as set forth in Appendix “A”;

**WHEREAS**, Company stores the School District’s data and desires to honor the School District’s request to facilitate the secure transfer and retention of such data;

**WHEREAS**, the Parties desire to memorialize and provide for the rights and responsibilities associated with this transfer.

**NOW, THEREFORE**, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

**AGREEMENT**

1. JECSD authorizes Company to transfer the data as set forth in Appendix “A” (hereinafter, “Data”), attached hereto and incorporated by reference, to the Company or location designated by JECSD as set forth herein.
2. Upon receipt of this fully executed Agreement and at the request of JECSD, the JECSD shall commence, or request to commence, the transfer of Data to the Company.
3. The Company acknowledges the existence of and hereby assumes all risks and hazards, known and unknown, associated with the transfer of the Data to the Company.
4. Company hereby agrees to waive all claims and release from all liability JECSD, its Board of Education, officers, agents, employees, and representatives from any and all claims, losses, damages, fines, expenses, actions (including attorneys’ fees) occasioned by, or in connection with, directly or indirectly, the transfer and retention of Data to the Company under this Agreement.
5. Company acknowledges and agrees:
   1. the Data requested to be transferred under this Agreement may contain student or employee data subject to additional requirements under its own policies, applicable state and federal laws as well as regulations;
   2. it is solely responsible for:
      1. compliance with any of its policies, applicable state and federal laws as well as any applicable regulations in connection with the transfer and retention of this Data;
      2. the necessary due diligence in connection with this data transfer and retention including, but not limited to, the safety and security of the JECSD, the transfer methods and pathways used by Company to facilitate the transfer of the Data and any all other safety and security issues associated with this Data transfer and retention; and
      3. obtaining the required agreements to maintain the confidentiality of such Data including those agreements and documents necessary to comply with New York Education Law Section 2-d, its Student Data Privacy Parents Bill of Rights and the federal Family Educational Rights and Privacy Act.
6. In the performance of their obligations under this Agreement, each party shall comply with any and all applicable federal and New York State laws, regulations, policies and procedures.
7. This Agreement shall be governed, construed and interpreted in accordance with the laws of the State of New York without regard to its or any other jurisdiction conflicts of laws principles. The parties to this Agreement consent to the exclusive jurisdiction of the state and federal courts located in Onondaga County, New York.
8. This Agreement may not be modified except by a writing referencing this Agreement and signed by the Parties.
9. Each Party represents and warrants to the other that this Agreement has been duly authorized, executed and delivered by such Party and constitutes a valid and binding obligation of such party enforceable against such Party according to its terms.
10. If any provision herein shall be deemed or declared unenforceable, invalid, or void by a court of competent jurisdiction, the same shall not impair any of the other provisions contained herein which shall be enforced in accordance with their respective terms.
11. Notwithstanding anything to the contrary herein, Sections 3,4,5, and 7 shall survive the termination, expiration or cancellation of the Agreement.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the date set forth above.

**Authorized Signatures:**

Jordan-Elbridge Central School District [INSERT NAME] “Company”

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By: R. J. Hartwell By:

Its: District Data Protection Officer Its:

**APPENDIX A**

**DATA TRANSFER SCOPE AND VENDOR**

This Appendix A forms part and parcel of the signed Data Transfer, Retention, and Release Agreement dated [INSERT DATE HERE] by and between JECSD and Company.

Data Source:   [XXX]

Vendor:   [XXX]

Method of Transfer: [XXX]

Purpose:

[XXX]

Date range of Transfer:   [XXX]

NOTE: Additional transfers beyond the information above will require execution of a new Data Transfer, Retention, and Release Agreement and Appendix “A”.