

**OKALOOSA COUNTY SCHOOL DISTRICT  
DEPT. OF INFORMATION SYSTEMS  
RECORDS PROTECTION AGREEMENT ADDENDUM**

**THIS RECORDS PROTECTION AGREEMENT** (“Agreement”) between the School Board of Okaloosa County, Florida (“OCSB”) and \_\_\_\_\_ (“Contractor”) and its employees shall be for that certain \_\_\_\_\_ dated \_\_\_\_\_ (the “Contract”) between the parties hereto, except that the non-disclosure and confidentiality obligations of this Agreement shall survive the Contract between them. The parties to this Agreement hereby acknowledge and agree to the following:

**ACKNOWLEDGMENT**

Contractor has been provided access to information which includes personally identifiable records or reports. As such, Contractor acknowledges the following:

- that the term “Contractor” shall include Contractor’s employees, and as such, each of Contractor’s employees authorized access to this information is bound by the acknowledgments and agreements herein;
- that the information provided is confidential and its release may be restricted or prohibited by law;
- that access to this confidential information is solely for the purpose of discharging the duties delineated under the Contract;
- that any report, paper, publication, summary, synopsis, development, etc. which is created by Contractor is considered and shall be confidential information for purposes of this Agreement;
- that unauthorized disclosure of this confidential information will irreparably harm the students, the schools and the OCSB and may constitute a violation of Chapter 1002, *Florida Statutes*, specifically, §1002.22, *Fla. Stat.* and the Family Education Records Privacy Act, 20 U.S.C. §1232g.

**AGREEMENT**

In view of the foregoing, Contractor agrees that information received in the course of performing under the Contract – whether written or oral, formal or informal – shall be for the following purposes only:

- to provide services required or requested by the OCSB under the Contract;
- to provide advice, opinion or recommendation as requested by the OCSB in the course of fulfilling the duties prescribed under the Contract;
- to develop or assist in the development of any documents, reports, working papers, evaluations, schedules or instruments necessary to fulfill the requirements

of the Contract.

Contractor agrees that at no time will any record(s) be sold, distributed or transferred to any other party without the express written consent of the OCSB. Contractor further agrees that it shall regard all such information as confidential. Contractor shall not disclose, share, reveal, communicate, impart or divulge the information or any summary or synopsis of the information in any manner or any form whatsoever to any person or entity outside of Contractor's organization. Contractor shall take the same or greater precautions to protect the confidential information as is taken with Contractor's own confidential proprietary information.

Contractor shall not disclose the confidential information, except under the following circumstances:

- when authorized by the OCSB, the State of Florida Department of Education or the State of Florida Legislature;
- when required by court order or subpoena;
- when advised by legal counsel that disclosure is required by law or legal process;
- when required to brief a superior or other school officials as designated by the OCSB.

In the event Contractor becomes legally compelled to disclose any of the confidential information, Contractor will use its best efforts to promptly notify OCSB and will provide reasonable cooperation to OCSB in its efforts to lawfully avoid or limit disclosure and preserve the confidentiality of the information in such circumstances.

Contractor agrees that when presenting, publishing, reporting or otherwise disclosing any findings, developments, summaries, etc., Contractor shall not reveal any information which would identify a student or parent as defined in Chapter 1002, *Florida Statutes*, to any person who is not authorized to receive such information, including but not limited to employees of Contractor and/or OCSB.

Contractor agrees that it shall notify OCSB immediately upon discovery of any unauthorized use or disclosure of the confidential information or any other breach of this Agreement, and will cooperate with OCSB in every reasonable way to help OCSB regain possession of the confidential information and prevent further unauthorized use or disclosure.

Upon completion of the duties outlined in the Contract, when the Contract expires, is otherwise terminated or upon the request of OCSB, Contractor shall within fifteen (15) days return all copies of the confidential information or reports, summaries, findings, etc. containing confidential information to OCSB or certify in writing that all copies of the information or reports, summaries, findings, etc. have been destroyed. Contractor may return the confidential information, or any part thereof, to OCSB at any time. Notwithstanding the foregoing, upon the breach of this Agreement for any reason Contractor shall immediately return all confidential

information to OCSB. The obligations of this Agreement will survive any return or destruction of the confidential information.

The parties agree that this Agreement and any attachments hereto (i) are the complete and exclusive statement between the parties with respect to the protection of the confidentiality of the information, (ii) supersede all related discussions and other communications between the parties with respect to this subject matter, (iii) may only be modified in writing by authorized representatives of both parties, (iv) shall be governed by and construed in accordance with the laws of the state of Florida. Failure of a party to enforce its rights on one occasion will not result in a waiver of those rights on any other occasion. Any provisions which by their nature should survive the termination of this Agreement shall so survive. This Agreement may not be assigned.

**IN WITNESS WHEREOF**, the parties have executed this Agreement on the date indicated below to be effective as of the \_\_\_\_ day of \_\_\_\_\_, 2014.

**FOR CONTRACTOR:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Organization/Contractor

\_\_\_\_\_  
Contract Number

\_\_\_\_\_  
Title

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Address

**FOR OCSB:**

\_\_\_\_\_  
Signature  
Vince Windham  
Program Director, Purchasing

\_\_\_\_\_  
Date