

**EXHIBIT B**  
**STUDENT DATA CONFIDENTIALITY**  
Between Institution (also, "Board") and Turnitin (also, "Contractor")  
For Connecticut Public Act No. 16-189 Compliance

**WHEREAS**, Institution is a Connecticut public entity subject to state and federal laws governing education, including but not limited to **Connecticut Public Act No. 16-189** ("PA 16-189"), and the Family Educational Rights and Privacy Act ("FERPA");

**WHEREAS**, PA 16-189 requires, in part, that any agreement entered into, renewed or amended after October 1, 2016 between a local or regional board of education and a third-party service provider wherein the local or regional board shares or provides access to student information, student records, or student-generated content shall include certain terms; accordingly, certain terms used in this Exhibit B for purposes of PA 16-189 compliance ("directory information," "de-identified student information," "personally-identifiable information," "school purposes," "student information," "student records," "student-generated content," and "targeted advertising"), shall be as defined by PA 16-189. "Education records" shall be defined by the Family Educational Rights and Privacy Act of 1974 ("FERPA"), codified at 20 U.S.C § 1232g (as amended); and its implementing regulations, 34 CFR 99.1 - 99.67 (as amended);

**WHEREAS**, Institution and Turnitin, LLC ("Turnitin") desire to have the Registration Agreement and related Service comply with PA 16-189 as applicable.

**NOW, THEREFORE**, the Parties agree as follows:

- A. All student data provided or accessed pursuant to this Agreement is and remains under the control of the Board. All student data are not the property of, or under the control of, the Contractor.
- B. The Board may request that the Contractor delete student data in the Contractor's possession by having its applicable Turnitin Administrator send such request to the Contractor by electronic mail. The Contractor will make commercially reasonable efforts to promptly delete and confirm deletion the requested student data.
- C. The Contractor shall not use student data for any purposes other than those authorized in this Agreement, and may not use student data for any targeted advertising.
- D. If the Contractor receives a request to review student data in the Contractor's possession directly from a student, parent, or guardian, the Contractor agrees to refer that individual to the Board and to notify the Board within two (2) business days of receiving such a request. The Contractor agrees to work cooperatively with the Board to permit a student, parent, or guardian to review personally identifiable information in student data that has been shared with the Contractor, and correct any erroneous information therein.
- E. The Contractor and the Board shall ensure that they each comply with the FERPA. Further, the Contractor shall take all commercially reasonable actions designed to ensure the security and confidentiality of student data, and represents such actions meet or exceed industry standards relating to the safeguarding of confidential information.
- F. Provided that a written request for deletion from Board or applicable institution's Turnitin Administrator is received by Contractor, the Contractor shall not retain any student data upon completion of the contracted services unless a student, or parent or legal guardian of a student chooses to establish or maintain an electronic account with the Contractor for the purpose of storing student-generated content.
- G. During the entire effective period of this Agreement, the Board shall have control of any and all student data provided to or accessed by the Contractor. If a student, parent or guardian requests deletion of student data, the Contractor agrees to notify the Board immediately, but no later than two (2) business days after receiving such a request, and agrees to not delete such student data because it is controlled by the Board.
- H. The Contractor shall not collect, store, or use student data or persistent unique identifiers for purposes other than the furtherance of school purposes, as determined by the Board.
- I. The Contractor shall not sell, rent or trade student data. In the event the Contractor merges or is purchased by another entity, the Contractor will, subject to confidentiality obligations, make commercially reasonable efforts to notify the Board in writing prior to providing for any purpose any student data covered under this Agreement to its successor. In the event of such merger or purchase, Board may terminate its then-current service agreement with Contractor upon thirty (30) days notice to Contractor.

- J. Upon the discovery by the Contractor of a breach of security that results in the unauthorized release, disclosure, or acquisition of student information, the Contractor shall provide notice to the Board as soon as practicable, but not more than thirty (30) days after such discovery, or, in the case of directory information, not more than sixty (60) days after such discovery (“Notice”). The Notice shall include the following information, to the extent known at the time of notification:
1. Date and time of the breach;
  2. Names of student(s) whose student data was released, disclosed or acquired;
  3. The nature and extent of the breach;
  4. The Contractor’s proposed plan to investigate and remediate the breach.
- K. Contractor will store and process student data in accordance with industry standard practices, including appropriate administrative, physical, and technical safeguards, to secure such data from unauthorized access. Such measures will be no less protective than those used to secure Contract’s own data of similar type.

**Choice of Law; Venue.** Notwithstanding anything to the contrary in the Agreement, the parties agree that this Agreement and any disputes arising from or relating to this Agreement, including its formation and validity, shall be governed by the laws of the State of Connecticut. The parties agree that any and all disputes arising from or relating to this Agreement, including its formation and validity, shall be settled in the State of Connecticut.

This Exhibit B is made as of the Effective Date.