

Lab Rat Science Fair App Data Privacy and Protection Agreement

I. DEFINITIONS

- a. "Agreement" means the Service contract agreed to by both parties as well as the additional provisions of this Data Privacy and Protection Agreement. The Data Privacy and Protection Agreement shall be concurrently executed with any Service contact unless the Fair Organization directly requests otherwise prior to execution of said contract.
- b. "End User" means the individuals authorized by the Fair Organization to access and use the Services provided by Vendor under this Agreement.
- c. "Fair Organization" means the organization or school division purchasing access to Lab Rat Science Fair Forms for participants within their fair network.
- d. "Intentionally Collected Data" means the data Vendor directly requests users to provide. For student users, the collected data are *name, email address, grade level, school-based student ID number, school, teacher/sponsor, parent/guardian name and email address, signature,* and information related to describing and carrying out the student's science fair project. For adult users, the collected data are *name, email address, professional institution and position, institution address, institutional phone number, educational history and degrees, signature,* and information related to approval of student science fair projects.
- e. "Organization Data" includes all Personally Identifiable Information and other information that is not intentionally made generally available by the Fair Organization and its associated organizations and schools on public websites or publications, including but not limited to business, administrative and financial data, intellectual property, and student, employees, and personnel data.
- f. "Personally Identifiable Information" (or PII) includes but is not limited to: personal identifiers such as name, address, phone number, date of birth, Social Security number, and student or personnel identification number; "personal information" as defined in § 2.2-3801 and/or any successor laws of the Commonwealth of Virginia; personally identifiable information contained in student education records as that term is defined in the Family Educational Rights and Privacy Act, 20 USC 1232g; "health records" as defined in § 32.1127.1:03B of the Code of Virginia; "directory information" as defined by § 22.1-287.1 of the Code of Virginia; "medical information" as defined by § 32.1127.05A of the Code of Virginia "protected health information" as that term is defined in the Health Insurance Portability and Accountability Act, 45 CFR Part 160.103; nonpublic personal information as that term is defined in the Gramm- Leach-Bliley Financial Modernization Act of 1999, 15 USC 6809; credit and debit card numbers and/or access codes and other cardholder data and sensitive authentication data as those terms are defined in the Payment Card Industry Data Security Standards; other financial account numbers, access codes, driver's license numbers; and state- or federal identification numbers such as passport, visa or state identity card numbers.
- g. "Securely Destroy" means taking actions that render data written on physical (e.g., hardcopy, microfiche, etc.) or electronic media unrecoverable by both ordinary and

extraordinary means.

- h. "Security Breach" means a verified event in which Organization Data is exposed to unauthorized disclosure, access, alternation, or use.
- i. "Services" has the meaning set forth in the Agreement or other contract between Vendor and Fair Organization.
- j. "Vendor" means Lab Rat Science Fair App

II. **INTELLECTUAL PROPERTY AND RIGHTS RELATED TO ORGANIZATION DATA**

- a. The parties agree that all rights, including all intellectual property rights, related to Intentionally Collected Data or existing Organization Data shall remain the exclusive property of the party submitting such data, either End User or Fair Organization, and Vendor has a limited, nonexclusive license solely for the purpose of performing its obligations hereunder. This Agreement does not give Vendor any rights, implied or otherwise, to Organization Data, content, or intellectual property, except as expressly stated in the Agreement.

III. **DATA PRIVACY**

- a. Vendor will use Organization Data only for the purpose of fulfilling its duties under this Agreement and will not share such data with or disclose it to any third party, except as required by law.
- b. Organization Data will not be stored or processed outside the United States.
- c. Vendor only provide access to Organization Data to its employees and subcontractors who need to access the data to fulfill Vendor obligations under this Agreement. Vendor will ensure that employees and subcontractors who perform work under this Agreement have read, understood, and received appropriate instruction as to how to comply with the data protection provisions of this Agreement. If the Intentionally Collected Information provides the Vendor with access to "education records" for users as defined under the Family Educational Rights and Privacy Act (FERPA), the Vendor acknowledges that for the purpose of this Agreement it will be designated as a "school official" with "legitimate educational interests" in the education records, as those terms have been defined under FERPA and its implementing regulations, and the Vendor agrees to abide by the FERPA limitations and requirements imposed on school officials. Vendor will use Education records only for the purpose of fulfilling its duties under this Agreement for Fair Organization's and its End User's benefit and will not share such data with or disclose it to any third party except as provided for in this Agreement, required by law, or authorized in writing by the Fair Organization.
- d. Vendor will not use Organization Data for advertising or marketing purposes, except as authorized under section XI of this agreement.
- e. Vendor agrees to assist Fair Organization in maintaining the privacy of Organization Data as may be required by State and Federal law, including but not limited to the Protection of Pupil Rights Amendment (PPRA), The Children's Online Privacy Protection Act (COPPA), and

the Government Data Collection and Dissemination Practices Act of Virginia.

- f. Fair Organization gives limited consent that Vendor may collect and use data derived from Organization Data, including data about any End Users' access and use of the Services, that has been anonymized, aggregated, or otherwise de-identified such that the data cannot reasonably identify a particular End User, Fair Organization, or school/organization associated with Fair Organization. Vendor may use such data to operate, analyze, improve, or market Services. Fair Organization further agrees that, except where forbidden by the Agreement, Vendor may use, store, transmit, distribute, modify, copy, display, sublicense, and create derivative works of the anonymized, aggregated Organization Data even after this Agreement and the Addendum have expired or been terminated.

IV. DATA SECURITY

- a. Vendor will store and process Organization Data with appropriate administrative, physical, and technical safeguards, to secure such data from unauthorized access, disclosure, alteration, and use. Such measures will be no less protective than those used to secure Vendor's own data of a similar type, and not less than generally accepted standards for the type and nature of the data involved. Vendor warrants that all electronic Organization Data will be encrypted in transmission using at least Transport Layer Security (TLS) 1.2 and stored at no less than 256-bit level encryption.
- b. Vendor will use appropriate security tools and technologies such as firewalls and will take appropriate and reasonable security steps when providing Services under this Agreement.

V. EMPLOYEE AND SUBCONTRACTOR QUALIFICATIONS

- a. Vendor shall ensure that its employees who have potential access to Organization Data have undergone appropriate background screening and possess all needed qualifications to comply with the terms of this agreement including but not limited to all terms relating to data and intellectual property protection.
- b. Vendor shall perform the appropriate background checks on all employees with access to Organization Data in accordance with applicable law associated with Personally Identifiable Information.

VI. DATA AUTHENTICATION AND INTEGRITY

- a. Vendor will take reasonable measures to store and maintain End User submissions and Organization Data to maintain accuracy and authenticity.

VII. SECURITY BREACH

- a. Promptly upon becoming aware of a Security Breach, Vendor, will notify the Fair Organization through the primary Fair Organization contact, as specified in the Agreement, to appropriately investigate the incident, cooperate with the Fair Organization's investigation, and provide timely response to the incident.
- b. Fair Organization has the right to request access to data related to its own Organizational Data or that of its End Users. Fair Organization does not have the right to request access to data associated with other Fair Organizations or to the Vendor's communications or business records not related to a Security Breach impacting the Organizational Data.

- c. Except as otherwise required by law, Vendor will not provide notice of the incident directly to individuals whose Personally Identifiable Information was involved, regulatory agencies, or other entities, without first consulting with and gaining permission from the Organization.
- d. When requested by the Fair Organization, Vendor will assist in contacting impacted End Users, regulatory agencies, and other entities.
- e. The Fair Organization agrees to not pursue legal or financial action against Vendor related to a Security Breach or other incident impacting Organizational Data or End User data unless the Security Breach was the clear and obvious result of willful violation of Sections II through VI of this Agreement by Vendor, or in the event that the Vendor does not cooperate with Fair Organization investigation requests or is otherwise no longer acting as a good faith party to this Agreement.

VIII. RESPONSE TO LEGAL ORDERS, DEMANDS OR REQUESTS FOR DATA

- a. Except as otherwise expressly prohibited by law, Vendor will, at Fair Organization's expense:
 - i. promptly notify the Fair Organization of any subpoenas, warrants, or other legal orders, demands or requests received by Vendor seeking Organization Data;
 - ii. consult with the Fair Organization regarding its response;
 - iii. cooperate with the Fair Organization reasonable requests in connection with efforts by the Fair Organization to intervene and quash or modify the legal order, demand or request; and
 - iv. upon the Fair Organization's request, provide the Fair Organization with a copy of its response.
- b. If the Fair Organization receives a subpoena, warrant, or other legal order, demand (including request pursuant to the Virginia Freedom of Information Act) ("requests") or request seeking Organization data maintained by Vendor, the Fair Organization will promptly provide a copy of the request to Vendor. Vendor will promptly supply the Fair Organization with copies of records or information required for the Fair Organization to respond and will cooperate with the Fair Organization's reasonable requests in connection with its response.

IX. DATA TRANSFER UPON TERMINATION OR EXPIRATION.

- a. Upon termination or expiration of this Agreement, Vendor will, at the request of the Fair Organization, coordinate preservation of appropriate data needed to facilitate subsequent access and recovery of prior year submissions from End Users for no less than 12 months. Vendor agrees to delete and no longer retain Fair Organization data upon request. If the Fair Organization wishes for Organization Data to be Securely Destroyed, Vendor will make good faith effort to fully remove all Organizational Data, but cannot dictate the disposition of subcontractor's physical hardware. A request for data to be Securely Destroyed will be honored for data stored on Vendor's own physical storage at the Fair Organization's expense and at a time that will not compromise Services to other Fair Organizations.

- b. The aforementioned commitment to maintain records and data access to Fair Organization for 12 months after termination of an existing Agreement shall be rendered void if the Vendor ceases business operations.

X. **AUDITS**

- a. Fair Organization may request, with no less than 30 days notice, the option to audit Organization Data maintained by Vendor. Vendor will provide digital access to raw data files of all Fair Organization data, but is not required to provide additional software tools or support for analysis or auditing purposes. Vendor is not required to provide a staff member to be directly available for consultation during an audit.
- b. Fair Organization may request to conduct a functional test of Vendor's software security by providing no less than 30 days notice of such a test and agreeing to do so outside of critical End User access times. On the agreed upon date and time, the Vendor will provide a separate instance of the Vendor Services software without live End User data for such a test. Vendor is not required to provide a full audit of software and hardware. Vendor is not required to provide any additional resources to support a requested functional test beyond what is mentioned in this section.
- c. No Fair Organization staff or End User has authorization to conduct any security probes, stress tests, or similar action without notice to and consent of Vendor. Any such action conducted outside the parameters of this Agreement shall be interpreted as an attempt to gain unauthorized access data belonging to End Users or Fair Organizations and will be handled as such.
- d. Basic effectiveness tests of Services, limited to individual users or small groups of users, are exempted from the need for prior notice and may be attempted at any time so long as they do not present a predictable risk of negatively impacting services to other End Users.

XI. **INSTITUTIONAL BRANDING**

- a. Each party shall have the right to use logo or other branding of the other party in connection with performing the functions in the Agreement.
- b. Vendor has the right to include Fair Organization's name and logo in public lists of organizations receiving Services from the Vendor. The Fair Organization can terminate this right by written request to Vendor. The right will also be terminated upon notice of intention to not continue using Vendor Services beyond the end of the current Agreement or at such point that no current Agreement exists between the parties.

XII. **COMPLIANCE**

- a. Vendor and Fair Organization will comply with all applicable laws and industry standards in performing services under this Agreement. Any Vendor personnel visiting the Fair Organization's facilities will comply with all applicable Fair Organization policies regarding access to, use of, and conduct within such facilities. The Fair Organization will provide copies of such policies to Vendor upon request.

- b. Vendor warrants that it will only seek services from subcontractors with practices that are in alignment with the obligations under this agreement. Vendor is not liable for actions by subcontractors that, when contrary to their stated policies and unforeseen by Vendor, do not comply fully with this agreement.
- c. Vendor will make reasonable efforts to ensure that the Service it will provide to the Fair Organization is compliant with and will enable the Fair Organization to be in compliance with relevant requirements of all laws, regulation, and guidance applicable to the Fair Organization and/or Vendor, including but not limited to: Student Privacy Pledge, the Children’s Online Privacy Protection Act (COPPA); Family Educational Rights and Privacy Act (FERPA), Protection of Pupil Rights Amendment (PPRA); Americans with Disabilities Act (ADA), and Federal Export Administration Regulations.

XIII. CONFLICT WITH OTHER AGREEMENTS BETWEEN THE PARTIES

- a. If there is any conflict or potential conflict between the terms of this Data Privacy and Protection Agreement and the terms of any other agreements between the parties, the terms of this Agreement shall control.

XIV. NO END USER AGREEMENTS

- a. The Agreement (any other Agreements appropriately executed between the parties) is the entire agreement between the Fair Organization (and End Users) and the Vendor. Except as permitted in subsection b of this section, the Vendor is not permitted to enter into separate terms of use agreements or other agreements or understandings, whether electronic, click-through, verbal or in writing, with End Users that are contrary to the terms of this Agreement. Any such End User agreements that are not verbatim or near-verbatim portions of this Agreement shall be null, void and without effect, and the terms of this Agreement shall apply.
- b. The Vendor’s Services include collecting permissions and approvals for intended End User research from other End Users and the Fair Organization as one of its core features. The Services also include the ability for Fair Organizations to present End Users with notifications and requests to agree to rules, agreements, and expectations of the Fair Organization. The Fair Organization accepts full and total responsibility and liability for any agreements or approvals between the Fair Organization and its End Users and subsection ‘a’ above shall not apply to these features of Service, nor shall Vendor be considered in any way to be a party to said agreements between Fair Organization and its End Users.

XV. TERMS AND TERMINATIONS

- a. This Agreement will become effective on the Effective Date as provided in the Agreement. It will continue in effect until terminated as provided in the Service contract.
- b. The Agreement will remain in force throughout the term of contracted Services between Fair Organization and Vendor.

- c. The Agreement can be altered or amended upon mutual agreement of the parties. The existing Agreement will remain in force until an amended Agreement is signed and executed by Fair Organization and Vendor.
- d. The provisions of sections IX and XI shall survive termination of this Agreement until those requirements are fulfilled.

XVI. ADVERTISEMENT

- a. No advertisements or solicitations shall be directed towards End Users or individuals associated with the Fair Organization as a result of this Agreement.

XVII. GOVERNING LAW

- a. This Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Virginia, excluding its choice of law rules. Any action or proceeding seeking any relief under or with respect to this Agreement shall be brought solely in the Circuit Court for Roanoke City, Virginia.

XVIII. NOTICES

- a. Notices to the Fair Organization regarding this agreement will be made to the primary contacts given below.
- b. Fair Organization Notices:
 - Name: Click or tap here to enter text.
 - Title:Click or tap here to enter text.
 - Organization: Click or tap here to enter text.
 - Street Address:Click or tap here to enter text.
 - City, State Zip:Click or tap here to enter text.
 - Telephone: Click or tap here to enter text.
 - Email:Click or tap here to enter text.
- c. Alternative Contact in the Event of a Security Breach:
 - Name: Click or tap here to enter text.
 - Title:Click or tap here to enter text.
 - Organization: Click or tap here to enter text.
 - Street Address:Click or tap here to enter text.
 - City, State Zip:Click or tap here to enter text.
 - Telephone: Click or tap here to enter text.
 - Email:Click or tap here to enter text.

This Agreement is inherently executed along with a Service contract unless the Fair Organization requires that the Data Privacy and Protection Agreement be executed separately from the Service contact. Below signature lines are for use only if Service contact and Data Security and Privacy Agreement are requested to be executed separately.

SO AGREED:

Fair Organization:
Click or tap here to enter text.

Lab Rat App

By: _____
Click or tap here to enter text.

By: _____
Mark A. Levy

Title: Click or tap here to enter text.

Title: Founder

Date: Click or tap here to enter text.

Date: Click or tap here to enter text.