



Provo City School District

KEITH RITTEL
Superintendent

CHAD DUNCAN
Director of Technology

Restriction on Use of Confidential Information Agreement

This Restriction on Use of Confidential Information Agreement (referred to herein as "Agreement") is made and entered into by and between:

Panorama Education (referred to herein as "Independent Contractor")

and

Provo City School District (referred to herein as the "District").

As applied herein, the term "Business Relationship" shall mean any dealing, contract, negotiation, solicitation, or other business contact or relationship between Independent Contractor and the District.

This Agreement shall apply retroactively to any Business Relationship and shall continue concurrently with any Business Relationship until such time as any and all Business Relationships are terminated.

RECITALS

Independent Contractor desires to enter into a Business Relationship or desires to continue under a current Business Relationship to provide services to the District that may require accessing information from the District. The parties desire to enter into this Agreement to allow the Independent Contractor such access to the information from the District upon the terms and conditions set forth below.

AGREEMENT

The parties agree as follows:

- 1 Any and all personally identifiable student or employee information including but not limited to name, address, social security number, student identification number, health or medical records, telephone number, teachers, classes, class schedule, grades, digital media, and any other student or employee information of any kind is deemed confidential and shall not be released or disclosed in any form or manner unless authorized by the District in writing. In addition, all information the release of which is prohibited by state or federal law or regulation, including but not limited to the protections of the Family Educational Rights and Privacy Act (referred to herein as "FERPA"), the Government Records Management Act (referred to hereafter as "GRAMA"), and the Health Insurance Portability and Accountability Act (referred to hereinafter as "HIPAA") which is obtained by Independent Contractor from the District, its students, faculty, or staff constitutes confidential information (referred to collectively with the aforementioned confidential information as "Confidential Information"). Independent Contractor agrees to hold the Confidential Information in strictest confidence. Independent Contractor shall not use or disclose Confidential Information received from or on behalf