

	<p align="center">GUILFORD COUNTY SCHOOLS</p> <p align="center">Request for Proposals ADDENDUM 1</p> <p align="center">Purchasing Department 501 W. Washington Street Greensboro, NC 27401</p>
<p>Direct all inquiries to:</p>	<p>Request for Proposals: 6637</p>
	<p>Bid due date: April 4, 2024 @ 2:00 PM</p>
<p>techrfpq@gcsnc.com</p>	<p>Commodity: Student Devices</p>

NOTICE TO BIDDERS

This document serves as **Addendum 1** for RFP 6637 – Student Devices

The following Guilford County Schools Master Services Agreement will be used as the contract for this RFP. Please review and be aware.

GUILFORD COUNTY SCHOOLS
FORM OF
MASTER SERVICES AGREEMENT

THIS MASTER SERVICES AGREEMENT (this "Agreement") is entered into effective this the ___ day of _____, 202_ (the "Effective Date") by and between GUILFORD COUNTY BOARD OF EDUCATION, a North Carolina public school board operating under the auspices of N.C. General Statute § 115C-40, et seq. (the "Board"), and _____, a _____ ("Contractor"). The Board and Contractor are collectively referred to herein as the "Parties" and each individually as a "Party."

WHEREAS, the Board desires to engage Contractor to provide certain Services (as defined herein) upon the terms and conditions hereinafter set forth, and Contractor is willing to perform such Services.

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

ARTICLE I
DEFINITIONS

1.1. Definitions. As used in this Agreement, the following terms shall have the following meanings:

"Addendum" shall mean the Data Privacy and Security Addendum attached hereto as Exhibit B.

"Affiliate" means, with respect to a Person, any Person that, directly or indirectly through one or more intermediaries, controls, or is controlled by or is under common control with such Person.

"Agreement" shall have the meaning set forth in the Preamble.

"Board" shall have the meaning set forth in the Preamble.

"Contractor" shall have the meaning set forth in the Preamble.

"Deliverable" means all materials specifically provided by or made or prepared by or on behalf of Contractor for the Board pursuant to a Statement of Work, whether alone or in collaboration with the Board or any of its Affiliates or otherwise provided by Contractor to the Board pursuant to a Statement of Work.

"Effective Date" shall have the meaning set forth in the Preamble.

"Fees" shall have the meaning set forth in Section 3.1.

"GCS" shall mean Guilford County Schools.

“Maximum Amount” shall have the meaning set forth in Section 3.1.

“Person” means an individual, corporation, limited liability company, partnership, association, trust, unincorporated organization or other entity.

“Record Retention Period” shall have the meaning set forth in Section 2.5.

“Services” means the (i) professional and other services to be provided by Contractor under this Agreement, including the delivery of all Deliverables, if any, as described in more detail in one or more Statement of Work, and (ii) Contractor’s obligations under this Agreement.

“Statement of Work” or “SOW” means each statement of work that is entered into by the Parties, each of which shall conform in all material respects to the form attached hereto as Exhibit A.

“Student Data” means any de-identified data, aggregated data sets, personally identifiable information about students, and other student information including without limitation student data, metadata and user content.

“Term” shall have the meaning set forth in Section 4.1.

“Vendor Readiness Assessment Report” means a report that demonstrates Contractor’s compliance with the baseline security controls in accordance with NIST Special Publication 800-53. Contractor shall use the applicable form of the Vendor Readiness Assessment Report found at: <https://it.nc.gov/documents/vendor-readiness-assessment-report>.

1.2. Other Terms. Other terms used in this Agreement are defined in the context in which they are used and shall have the meanings there indicated.

ARTICLE II SERVICES

2.1. Services. The Services to be performed during the Term of this Agreement shall be set forth in one or more SOWs executed by the Parties. Each SOW shall conform in all material respects to the form attached hereto as Exhibit A, and is subject to the terms of this Agreement and shall be incorporated herein by reference.

2.2. Modification. The Services and/or Fees for such Services may be changed or modified as mutually agreed to by the Parties in writing.

2.3. Contractor Qualifications. Contractor warrants that all agents or employees of Contractor who provide Services under this Agreement will be fully qualified, possess any requisite licenses, and otherwise be legally entitled to perform the Services provided. All Services shall be completed and provided (i) in accordance with the specifications set forth in the applicable SOW, and (ii) in a professional, workman-like manner, with a degree of skill and care customarily exercised by duly licensed and qualified providers of the same or similar services.

2.4. Records; Inspection Rights. Contractor, including any permitted subcontractors, shall maintain complete and accurate written documentation of any Services provided, including any required documentation meeting the requirements of applicable federal, state and local laws and regulations. During the Term and for a period of at least six (6) years following the later of the expiration or termination of this Agreement or any applicable SOW (the “Record Retention Period”), Contractor shall maintain and preserve complete and accurate records concerning the Services. Contractor shall provide the Board and its designees with appropriate access to such records during the Record Retention Period. In addition, the North Carolina State Auditor and the using agency’s internal auditors shall have access to Persons and records as a result of all contracts or grants entered into by North Carolina agencies or political subdivisions in accordance with N.C.G.S. § 147-64.7 and Session Law 2010-194, Section 21 (i.e., the North Carolina State Auditor and internal auditors may audit the records of Contractor to verify accounts and data affecting Fees or performance).

2.5. Subcontracting. Contractor may not subcontract material performance or otherwise delegate its obligations under this Agreement or any SOW without the prior written consent of the Board. Contractor must enter into a subcontract with each approved subcontractor with terms that are no less protective of the Board’s rights than under this Agreement. Contractor is fully responsible for ensuring compliance with this Agreement and applicable SOWs by all approved subcontractors and for all acts, omissions and breaches of all such subcontractors. Any obligation performed by any subcontractor on behalf of Contractor under this Agreement shall be treated as if directly performed by Contractor.

ARTICLE III FEES

3.1. Fees. The fees and expenses to be paid by the Board to Contractor for the Services (collectively, the “Fees”) shall be set forth in detail in each SOW. Each SOW, and each invoice issued thereunder pursuant to Section 3.2 below, shall include the following:

- a. Contractor’s rate of pay for the Services under the applicable SOW;
- b. name of timekeeper or Contractor point of contact; and
- c. the maximum amount of Fees, in the aggregate, that may be invoiced during the term of the SOW for the Services described therein (the “Maximum Amount”).

For clarity, the total Fees charged pursuant to a SOW shall not exceed the Maximum Amount set forth therein unless amended in writing by mutual agreement of the Parties consistent with Section 2.2.

3.2. Invoicing and Payment. Unless otherwise set forth in the applicable SOW, Contractor shall issue monthly invoices to the Board detailing the Fees owed for Services performed under this Agreement. Unless otherwise set forth in the applicable SOW, the Board shall pay all Fees owed to Contractor within thirty (30) days after the Board receives the applicable invoice, except for any amounts disputed by the Board in good faith. Notwithstanding anything to the contrary contained in this Agreement or any SOW, Contractor must submit the final invoice under each SOW by June 5 of the Board’s fiscal year during which the Services are to be

performed. In the event Contractor does not timely submit the final invoice, then the Board shall have no obligation to pay Contractor the Fees applicable to such invoice.

In addition to the requirements set forth in Section 3.1 above, each invoice shall provide specific detail describing the Services provided, including without limitation:

- a. the name(s) of the provider(s);
- b. the date(s) Services were provided;
- c. total hours of Services performed;
- d. amount of Services performed, but unbilled (i.e., the outstanding balance owed to Contractor);
- e. hours of Services remaining under the applicable SOW; and
- f. any other information required pursuant to the applicable SOW.

3.3. Disputed Fees. In the event of a payment dispute, the Board shall deliver a written statement to Contractor no later than ten (10) days before the payment is due, listing all disputed Fees and providing a reasonably detailed description thereof. Notwithstanding the foregoing, undisputed Fees shall be deemed accepted and shall be paid within the period set forth in Section 3.2 or the SOW, as applicable.

3.4. Taxes. Contractor shall pay all federal, state and FICA taxes for all employees of Contractor providing Services under this Agreement. Upon reasonable request by the Board, Contractor shall provide a breakdown of all sales and use taxes paid on labor, materials, parts and supplies. N.C.G.S. § 143-59.1 bars the Secretary of Administration from entering into contracts with vendors if the vendor or its affiliates meet one of the conditions of N.C.G.S. § 105-164.8(b) and refuse to collect use tax on sales of tangible personal property to purchasers in North Carolina. By executing this Agreement and any applicable SOW, Contractor certifies that it and all of its Affiliates collect, and will continue to collect, the appropriate taxes.

ARTICLE IV TERM AND TERMINATION

4.1. Term. The term of this Agreement (the "Term") shall commence on the Effective Date and shall continue thereafter until the later of (i) _____ years from the Effective Date or (ii) the completion of the Services under all SOWs, in each case unless sooner terminated pursuant to this Agreement. The Term of this Agreement or any SOW may be extended as mutually agreed to by the Parties in writing.

4.2. Termination.

a. *Termination for Convenience*. The Board may terminate this Agreement or any SOW at any time, with or without reason, upon thirty (30) days' prior written notice to Contractor. In the event this Agreement or any SOW is terminated by the Board pursuant to this Section 4.2(a), Contractor shall only be entitled to the amounts due and payable

under this Agreement or the applicable SOW, if any, for Services actually performed on or prior to the effective date of termination.

b. *Termination for Cause.* Either Party may terminate this Agreement or any SOW immediately upon written notice to the other Party in the event: (i) the other Party becomes insolvent or is subject to proceedings under any law relating to bankruptcy, insolvency or relief of debtors, or (ii) upon a material breach of this Agreement or any applicable Statement of Work, which is not cured within thirty (30) days after receiving written notice of such breach from the non-breaching Party. In the event this Agreement or any SOW is terminated pursuant to this Section 4.2(b), Contractor shall only be entitled to the amounts due and payable under this Agreement or the applicable SOW, if any, for Services actually performed on or prior to the effective date of termination; provided, that Contractor shall refund the unused portion of any prepaid amounts for such Services. Notwithstanding the foregoing, if the Board terminates this Agreement or any SOW pursuant to this Section 4.2(b), Contractor shall be liable for (x) the reasonable costs and expenses incurred by the Board to find a suitable third party to complete the applicable Services, and (y) the reasonable costs to complete the Services that are in excess of the Fees for such Services contemplated hereunder. The Board may withhold any payment due to Contractor hereunder for the purpose of setoff until such time as the exact amount of such costs and expenses and/or excess fees can be determined. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to the Board.

c. *Termination due to Non-Appropriation of Funds.* This Agreement and any applicable Statement of Work is contingent upon the continued availability of appropriations. If sufficient funds are not appropriated by the Board, or sufficient funds are otherwise unavailable to the Board, this Agreement and any applicable Statement of Work is subject to termination, without penalty, either in whole or in part. Contractor will not be entitled to recover any damages in connection with termination under this Section including, but not limited to, lost profits.

d. *Effect of Termination.* In the event of the termination of this Agreement, for whatever reason, all SOWs shall immediately terminate. Termination of a SOW has no effect on any other SOW. Upon the expiration or termination of this Agreement, Contractor shall return any property furnished to Contractor by the Board for use in connection with performance of the Services and will reimburse the Board for loss or damage to such property.

Notwithstanding the foregoing, the payment obligations incurred under Article III (Fees) and Article IV (Term and Termination), and the terms, conditions and obligations of the Parties under Article V (Data Privacy and Security; Intellectual Property), Article VI (Indemnification; Limitation of Liability), and Article VII (Miscellaneous) shall survive any termination or expiration of this Agreement.

ARTICLE V DATA PRIVACY AND SECURITY; INTELLECTUAL PROPERTY

5.1. Data Privacy and Security.

- a. *Addendum*. Contractor agrees to comply with the requirements set forth in the Addendum attached hereto, as the same may be amended, modified or updated from time to time by the Board in its sole discretion.
- b. *Student Data from State Student Data System*. The State of North Carolina maintains certain Student Data electronically through a student data system pursuant to N.C.G.S. § 115C-402.5. The sharing of any Student Data from or access to the State of North Carolina's student data system under this Agreement or any SOW shall be subject to the terms and conditions of this Section 5.1(b). Notwithstanding anything contained to the contrary in this Agreement or any SOW, prior to the disclosure of any Student Data from the State of North Carolina's student data system hereunder:
 - i. authorized representatives of each of the Board and Contractor shall execute the Department of Public Instruction (DPI) Data Confidentiality and Security Agreement attached hereto as Exhibit C, in its entirety and without any modifications;
 - ii. Contractor shall complete the Third-Party Data Collection Reporting Worksheet in substantially the form attached hereto as Exhibit D, clearly articulating: (1) the statewide systems to which Contractor will be connecting, (2) Contractor's method of integration (API, AutoComm, SFTP, etc.), (3) specific data fields requested and the rationale for their inclusion in the request, including how the data will be used in the target system, (4) a description of how the data will be restricted to the users who have a legitimate business need to see the data, and (5) a description of any data written back to the statewide system;
 - iii. Contractor shall submit a Vendor Readiness Assessment Report;
 - iv. Contractor shall submit a third-party conducted assessment report prepared within the previous twelve (12) months, such as and without limitation a Federal Risk and Authorization Management Program (FedRAMP) authorization, Security Operations Center 2 Type 2 audit, ISO 27001 certification, or HITRUST certification; and
 - v. Contractor must submit documentation with respect to its alignment with the North Carolina Department of Information Technology Statewide Information Security Manual; and
 - vi. Contractor must submit any other certificates, instruments and documents as shall be necessary in connection with the sharing of Student Data under this Agreement as may be reasonably requested by the Board.

5.2. Intellectual Property. During the performance of the Services under this Agreement, Contractor may create certain intellectual property, including, without limitation, ideas, know-how, techniques, and documentation (collectively, "Intellectual Property"). Except as otherwise stated in this Agreement or an applicable SOW, any such Intellectual Property that is exclusively created as part of a Deliverable, including all rights in, to and under such Intellectual Property, shall be the sole and exclusive property of the Board. To the extent pre-existing

Intellectual Property of Contractor is incorporated into a Deliverable, Contractor hereby (i) assigns to the Board all rights in, to and under the Deliverables, other than said pre-existing Intellectual Property of Contractor, and (ii) grants the Board a perpetual, irrevocable, royalty-free license to use such pre-existing Intellectual Property of Contractor in connection with its use of the Deliverables. Notwithstanding the foregoing, each Party shall retain title and full ownership rights to all of its pre-existing Intellectual Property under the copyright laws of the United States or any other jurisdiction or under any federal, state, or foreign laws, provided, that nothing contained in this clause shall grant Contractor any ownership, use, or distribution rights to Data (as defined in the Addendum) other than as may be required to fulfill Contractor's obligations under this Agreement or an applicable SOW. Contractor agrees that, if applicable, the Deliverables shall be considered "works for hire." Contractor warrants that any Intellectual Property of the Contractor as modified through Services provided hereunder will not infringe upon or violate any patent, property right or trade secret right of any third party.

ARTICLE VI INDEMNIFICATION; LIMITATION OF LIABILITY

6.1. Indemnification. Contractor agrees to indemnify, defend and hold harmless the Board, GCS, and their respective officers, directors, employees, agents and/or representatives (collectively, "Board Indemnified Parties") from and against all losses, claims, damages, demands, liabilities, costs and expenses (including, without limitation, attorneys' fees, expenses and costs of investigation) arising out of or related to (i) the performance of the Services by Contractor and its employees, agents, subcontractors and representatives under this Agreement or any applicable SOW; and (ii) a breach by Contractor or any of Contractor's employees, agents, subcontractors and representatives of this Agreement or any applicable SOW. Contractor shall not, without the prior written consent of the Board (which consent shall be in the Board's sole discretion) settle, compromise or consent to the entry of any judgment in any pending or threatened claim, action or proceeding in respect of which indemnification could be sought pursuant to this sentence (whether or not any Board Indemnified Parties is an actual or potential party to such claim, action or proceeding), unless such settlement, compromise or consent includes an unconditional release of each of the Board Indemnified Parties from all liability arising out of such claim, action or proceeding.

6.2. Limitation of Liability.

a. EXCEPT AS OTHERWISE STATED IN SUBSECTION (C) OF THIS SECTION BELOW, IN NO EVENT SHALL THE BOARD OR CONTRACTOR, OR THEIR RESPECTIVE EMPLOYEES, REPRESENTATIVES AND AFFILIATES, BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGE LOSS OR DAMAGE OF ANY KIND (INCLUDING BUT NOT LIMITED TO LOSS OF REVENUE, LOSS OF ACTUAL OR ANTICIPATED PROFITS, LOSS OF BUSINESS, LOSS OF CONTRACTS, LOSS OF GOODWILL OR REPUTATION, LOSS OF ANTICIPATED SAVINGS, HOWSOEVER ARISING, WHETHER SUCH LOSS OR DAMAGE WAS FORESEEABLE OR IN THE CONTEMPLATION OF THE PARTIES AND WHETHER ARISING IN OR FOR BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF STATUTORY DUTY, OR OTHERWISE.

b. EXCEPT AS OTHERWISE STATED IN SUBSECTION (C) OF THIS SECTION BELOW, THE MAXIMUM AGGREGATE AND CUMULATIVE LIABILITY OF A PARTY AND ITS AFFILIATES FOR DAMAGES UNDER THIS AGREEMENT OR ANY SOW, WHETHER ARISING IN OR FOR BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF STATUTORY DUTY, OR OTHERWISE, SHALL BE THE FEES PAID AND/OR OWED (AS APPLICABLE) BY THE BOARD UNDER THIS AGREEMENT OR AN APPLICABLE SOW DURING THE TWELVE (12) MONTHS PRECEDING THE BREACH FOR THE SERVICES THAT ARE THE SUBJECT OF THE BREACH. THE PARTIES AGREE THAT THESE LIMITATIONS OF LIABILITY ARE AGREED ALLOCATIONS OF RISK CONSTITUTING IN PART THE CONSIDERATION FOR CONTRACTOR PROVIDING SERVICES TO THE BOARD, AND SUCH LIMITATIONS WILL APPLY NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY AND EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LIABILITIES OR FAILURES.

c. THE LIMITATIONS SET FORTH IN SECTIONS 6.2(a) and 6.2(b) ABOVE SHALL NOT APPLY IN THE CASE OF (I) DAMAGES CAUSED BY THE WILLFUL MISCONDUCT OR GROSS NEGLIGENCE OF EITHER PARTY; OR (II) ANY BREACH OF ARTICLE V (DATA PRIVACY AND SECURITY; INTELLECTUAL PROPERTY) OF THIS AGREEMENT. IN EACH CASE, THE AGGREGATE LIABILITY SHALL BE LIMITED TO THE GREATER OF (X) THE AGGREGATE AMOUNT PAID BY THE BOARD TO CONTRACTOR UNDER THIS AGREEMENT DURING THE TWENTY-FOUR (24) MONTHS IMMEDIATELY PRECEDING NOTICE OF THE CLAIM BY THE NON-BREACHING PARTY, AND (Y) THREE MILLION DOLLARS (\$3,000,000).

ARTICLE VII MISCELLANEOUS

7.1. Persons on GCS Campuses. If, during the performance of the Services, any Person working at the direction or on behalf of Contractor is anticipated to be on the property of GCS for any reason, each such Person shall be subject to the following requirements:

a. Criminal background investigations of all individuals working on school property (sites occupied with students and sites not occupied with students) are required. At a minimum, Contractor shall obtain a complete criminal background investigation for all employees and contractors who will work on a site, covering a period for the last seven (7) years. The company providing such information must be recognized by local law enforcement agency as qualified to do so. All costs associated with criminal background checks of Contractor are the responsibility of Contractor. Any individual with the following criminal convictions or pending charges will NOT be permitted on any school project or property:

- (i) Child molestation or abuse or indecent liberties with a child;
- (ii) Rape;
- (iii) any sexually oriented crime;
- (iv) drugs; felony use, possession or distribution;

- (v) murder, manslaughter or other death related charge; or
- (vi) assault with a deadly weapon or assault with intent to kill.

Any individual with a prior conviction or pending charges contained in the aforementioned list shall not be permitted on school property or to perform Services hereunder.

b. Upon request by the Board, Contractor will submit with an executed copy of this Agreement evidence of Covid-19 safety protocols. All employees of Contractor will also read and be bound by GCS's Covid-19 protocols and any other requirements related to health and safety in place at the time Services are provided. This includes, without limitation, notification of exposure to Covid-19 or any other communicable disease, adherence to all safety protocols, including without limitation masking requirements, testing requirements and other safety measures.

c. At all times during the provision of Services on GCS's property, Contractor's personnel, employees, representatives, agents and permitted subcontractors shall wear and display name badges accurately identifying said personnel, employee, representative, agent or permitted subcontractor, and each of such parties shall follow the applicable GCS office procedures for signing in and out of any building of GCS that they attend.

7.2. Compliance with Laws; Affirmative Action. Contractor shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, district, and local agencies having jurisdiction and/or authority. Notwithstanding anything else in this Agreement or any SOW to the contrary, Contractor shall take affirmative action in complying with all federal and state requirements concerning fair employment and employment of people with disabilities, and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin, or disability.

7.3. Care of Property. Contractor agrees that it shall be responsible for the proper custody and care of any property furnished to Contractor or purchased by Contractor for the benefit of the Board or GCS for use in connection with the performance of this Agreement and any applicable SOW and will reimburse the Board for loss or damage of such property.

7.4. Insurance. During the Term, Contractor at its sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the Agreement and any applicable Statement of Work. At a minimum, Contractor shall provide and maintain the coverage(s) and limits checked below (select all that apply):

Workers' Compensation. Contractor shall provide and maintain workers' compensation insurance, as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of \$500,000, covering all of Contractor's employees who are engaged in providing any of the Services. If any part of the Services is subcontracted, Contractor shall require the subcontractor to provide the same coverage for any of its employees engaged in providing the Services. The Board requires all contractors, regardless of the number of employees, to carry workers' compensation insurance.

Commercial General Liability. Contractor shall provide general liability coverage on a comprehensive broad form on an occurrence basis in the minimum amount of \$1,000,000 combined single limit. Defense costs shall be in excess of the limit of liability.

Automobile. Contractor shall provide automobile liability insurance, to include liability coverage, covering all owned, hired and non-owned vehicles, used in connection with providing the Services. The minimum combined single limit shall be \$1,000,000 bodily injury and property damage; \$1,000,000 uninsured/under insured motorist; and \$5,000 medical payment.

Providing and maintaining adequate insurance coverage is a material obligation of Contractor and is of the essence of this Agreement and each SOW. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the North Carolina Commissioner of Insurance to do business in North Carolina. Contractor shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or this Agreement or any applicable SOW. The limits of coverage under each insurance policy maintained by Contractor shall not be interpreted as limiting Contractor's liability and obligations under this Agreement or any applicable SOW. Contractor shall provide the Board with proof of any and all insurance within two (2) business days of request of the same from the Board.

7.5. Federal Uniform Guidance. Notwithstanding anything contained in this Agreement or any SOW to the contrary, any use of an award or expenditure of federal financial assistance under this Agreement or a Statement of Work shall be subject to the terms and conditions of The Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards ("Uniform Guidance") at 2 C.F.R. Part 200. In the event a SOW is subject to this Section 7.5, the Parties agree to reasonably cooperate with each other and their respective representatives in connection with any steps required to comply with the Uniform Guidance, including without limitation executing and delivering such additional documents, agreements and other instruments, and performing such other acts required by the Uniform Guidance to reasonably carry out the intent of this Agreement and the applicable SOW.

7.6. Advertising. Contractor shall not use the award of this Agreement or any applicable Statement of Work as part of any news release or commercial advertising.

7.7. Notice. All notices and other communications required to be given to a Party pursuant to the terms of this Agreement or an SOW shall be in writing, shall be addressed to the Party and delivered in accordance with the Party's information listed below, or such other address or addresses as such Party has designated by notice in writing to the other Party. Each such notice or other communication shall be deemed to have been received (a) when delivered, if delivered personally or by commercial delivery service, (b) three (3) days after deposit with the U.S. Mail, if mailed by registered or certified mail (return receipt requested), (c) one (1) day after the timely deposit of the notice or other communication with a recognized national courier service for next day delivery, or (d) on the day of delivery by facsimile or email transmission (with acknowledgment of complete transmission or receipt).

If to the Board:

Guilford County Board of Education
712 North Eugene Street
Greensboro, NC 27401
Attn: _____
Email: _____

If to Contractor:

[Contractor Name]
[Address]
[City, State, Zip]
Attn: _____
Email: _____

7.8. Governing Law; Jurisdiction; Consent to Service of Process. This Agreement and each applicable SOW shall be governed by and interpreted and enforced in accordance with the laws of the State of North Carolina, without giving effect to any choice of law or conflict of laws rules or provisions (whether of the State of North Carolina or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of North Carolina. The Parties hereby irrevocably submit to the exclusive jurisdiction of any federal or state court located within Guilford County, North Carolina over any dispute arising out of or relating to this Agreement, any SOW or any of the transactions contemplated hereby or thereby, and each Party hereby irrevocably agrees that all claims in respect of such dispute or any suit, action proceeding related thereto may be heard and determined in such courts. The Parties hereby irrevocably waive, to the fullest extent permitted by applicable law, any objection which they may now or hereafter have to the laying of venue of any such dispute brought in such court or any defense of inconvenient forum for the maintenance of such dispute. Each of the Parties hereto agrees that a judgment in any such dispute may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Each of the Parties hereto hereby consents to process being served by any Party to this Agreement in any suit, action, or proceeding by delivery of a copy thereof in accordance with the provisions of Section 7.7.

7.9. Relationship of Parties. Contractor shall be considered an independent contractor and as such shall be wholly responsible for the Services to be performed and for the supervision of its employees. Contractor represents that it has, or will secure at its own expense, all personnel required in performing the Services under this Agreement and each applicable SOW. Such employees shall not be employees of, or have any individual contractual relationship with, the Board or GCS. Contractor shall not at any time or manner represent that it or any of its subcontractors or agents are in any manner agents or employees of the Board or GCS.

7.10. Waiver. No delay or failure by a Party to exercise any right under this Agreement, and no partial or single exercise of that right, shall constitute a waiver of that or any other right. Any waiver by either Party of any provision of this Agreement shall not imply a subsequent waiver of that or any other provision, and any failure to enforce strict performance of any provision of

this Agreement shall not be construed as a waiver or relinquishment to enforce strict performance with respect to such provision on any future occasion.

7.11. Modification. This Agreement may be amended or modified only by a written instrument signed by the Parties; provided, however, that if this Agreement or any applicable SOW is awarded through the North Carolina Division of Purchase and Contract, the prior approval of the North Carolina Division of Purchase and Contract shall be required for any amendment to this Agreement or any applicable SOW.

7.12. Severability. If any provision of this Agreement shall be held by a court of competent jurisdiction to be contrary to law, such provision will be enforced to the maximum extent permissible by law to effect the intent of the Parties and the remaining provisions of this Agreement will remain in full force and effect. Notwithstanding the foregoing, the terms of this Agreement that limit, disclaim, or exclude warranties, remedies or damages are intended by the Parties to be independent and remain in effect despite the failure or unenforceability of an agreed remedy. The Parties have relied on the limitations and exclusions set forth herein to determine whether to enter into this Agreement.

7.13. Assignment. This Agreement, including all amendments, addendums, exhibits, and SOWs hereunder, shall inure to the benefit of and be binding upon the successors and permitted assigns of the Parties hereto. Notwithstanding the foregoing, neither Contractor's obligations, nor Contractor's right to receive payment under this Agreement or any applicable SOW may be assigned without the express written consent of the Board.

7.14. Headings. Headings in this Agreement are for reference purposes only and shall not be deemed to have any substantive effect.

7.15. Entire Agreement. This Agreement, together with all Exhibits attached hereto and all SOWs executed in connection with this Agreement, constitutes the entire agreement between the Parties hereto and supersedes all prior understandings and agreements, written or oral, with respect to the subject matter hereof. If there is a conflict or ambiguity between any term of this Agreement and any applicable SOW, the terms of this Agreement will prevail to the extent of such conflict. NO TERMS AND CONDITIONS PROPOSED OR REFERENCED BY CONTRACTOR IN ANY OF ITS DOCUMENTATION OR ON ITS WEBSITE SHALL BE CONSIDERED TO BE A PART OF THIS AGREEMENT OR ANY SOW.

7.16. Counterparts. This Agreement and any SOW may be executed in one or more counterparts (signatures regarding which may be submitted via email or facsimile), each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Facsimile, electronic, or copies of signatures are deemed to be equivalent to original signatures for purposes of this Agreement and any SOW.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed the day and year first written above.

[CONTRACTOR]

By: _____
Name: _____
Title: _____

GUILFORD COUNTY BOARD OF EDUCATION

By: _____
Name: _____
Title: _____

This Agreement has been pre-audited in the manner required by the School Budget and Fiscal Control Act.

Signature of Finance Officer

Date

Exhibit A

Form Statement of Work

STATEMENT OF WORK

Statement of Work No.: 001	Statement of Work Date: _____, 20__
Project: [PROJECT NAME]	Funded Account Code: _____

This Statement of Work (this "SOW") is entered into as of the ___ day of _____, 202_ (the "SOW Effective Date") pursuant to the Master Services Agreement (the "Agreement") between _____, a _____ ("Contractor"), and Guilford County Board of Education, a North Carolina public school board operating under the auspices of N.C. General Statute § 115C-40 et seq. (the "Board"), dated _____, 202_. This SOW is subject to the terms and conditions of the Agreement and incorporates all of the terms of the Agreement. All capitalized terms used but not otherwise defined herein shall have the meaning ascribed to such terms in the Agreement; or if not defined in this SOW or the Agreement, shall have the generally accepted industry or technical meaning given to such term.

1. SOW Term. This SOW shall commence on the SOW Effective Date and shall be effective until _____, unless sooner terminated in accordance with the provisions of the Agreement or this SOW (the "SOW Term"). The SOW Term may be extended or amended by mutual written agreement signed by the Parties. Any extension of the SOW Term by the Parties is subject to the following conditions: (i) the Fees may not be increased unless the Board, in its sole discretion, agrees to such increase in writing, and (ii) the extension of the SOW Term is contingent upon the availability of sufficient funds, as determined by the Board in its discretion.

2. Services and Deliverables. During the SOW Term, Contractor shall perform the following Services and deliver the Deliverables, if any, subject to the terms and conditions of the Agreement:

[LIST SERVICES AND DELIVERABLES]

3. Fees. By executing this SOW, the Board and Contractor agree to the following fees (collectively, the "Fees") for the Services and Deliverables, subject to the terms and conditions of the Agreement:

Table 1:

Service(s) / Deliverable(s)	Detailed Description	Fees / Rate	Hours	Delivery Date
TOTAL		\$ _____		

NOTWITHSTANDING ANYTHING CONTAINED IN THIS SOW OR THE AGREEMENT TO THE CONTRARY, THE TOTAL FEES, IN AGGREGATE, PAID BY THE BOARD FOR

SERVICES AND DELIVERABLES UNDER THIS SOW SHALL NOT EXCEED \$[INSERT MAXIMUM AMOUNT].

4. Invoicing and Payment. Contractor shall issue monthly invoices containing all information consistent with Section 3.2 of the Agreement. The Board shall pay all Fees owed to Contractor within thirty (30) days after the Board receives the applicable invoice, except for any amounts disputed by the Board in good faith.

5. Contractor's Personnel. During the SOW Term, Contractor hereby designates the following individuals to serve as its key personnel (collectively, "Key Personnel"):

Point of Contact: _____

[ADD PERSONNEL] _____

[ADD PERSONNEL] _____

Contractor shall not substitute the Key Personnel assigned to designated on this SOW without the prior written approval by the GCS Contract Administrator (as designated herein).

6. GCS Contract Administrator. The Board hereby designates _____ as the GCS Contract Administrator (the "GCS Contract Administrator").

7. Additional Terms.

7.1 All equipment and other similar goods provided under this SOW shall be subject to the GCS Terms and Conditions (the "GCS Standard Terms") attached to this SOW. In the event of a conflict between the GCS Standard Terms and the Agreement or this SOW, the terms and conditions of the Agreement and this SOW shall prevail to the extent of such conflict with respect to the subject matter

7.2 [PLACEHOLDER FOR ANY SPECIFIC ADDITIONAL TERMS].

IN WITNESS WHEREOF the parties have executed this SOW as of the SOW Effective Date.

[CONTRACTOR NAME]

By: _____
Name: _____
Title: _____

GUILFORD COUNTY BOARD OF EDUCATION

By: _____
Name: _____
Title: _____

Exhibit B

Data Privacy and Security Addendum

THIS DATA PRIVACY AND SECURITY ADDENDUM (this "Addendum") is an addendum to the Master Services Agreement (the "Agreement") by and between Contractor and the Board (as defined in the Agreement). Contractor and the Board have entered into the Agreement for the provision of the Services (as defined therein). Capitalized terms used in this Addendum and not otherwise defined shall have the meanings assigned to them in the Agreement. The terms and conditions of this Addendum are hereby incorporated by reference into the Agreement. In the event of conflict between this Addendum and the Agreement, the terms and conditions of this Addendum shall prevail to the extent of such conflict with respect to the subject matter herein.

1. Additional Definitions. As used in this Addendum, the following terms shall have the meanings ascribed to such term below:

“Data” shall have the meaning set forth in Section 2 of this Addendum.

“Data Protection Laws” means the foreign, federal, state and local data privacy laws applicable to the Services.

“Excluded Data” shall have the meaning set forth in Section 3 of this Addendum.

“FERPA” shall have the meaning set forth in Section 4 of this Addendum.

“PII” shall have the meaning set forth in Section 2 of this Addendum.

“Processing” means any operation or set of operations that is performed upon Data, whether or not by automatic means, such as collection, recording, organization, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, blocking, erasure or destruction (“Process” shall have the same meaning).

2. Data. Contractor acknowledges and agrees that, in the course of providing Services to the Board, Contractor may receive or have access to confidential information and records, including, but not limited to (i) personally identifiable information (“PII”), including Student Data, (ii) teacher, principal, or educator personal data, which may also be PII, and (iii) any other personally identifiable information ((i)-(iii) collectively, “Data”). Contractor hereby agrees to treat Data in accordance with this Addendum and the Agreement.

3. Excluded Data. The Parties acknowledge and agree that the following Data should not be necessary for the administration of the Agreement and any applicable SOW and, therefore, Contractor shall not accept submissions of the following personal information from the Board (the “Excluded Data”), unless the Parties mutually and expressly agree (i) in writing, or (ii) through electronic means, that such Data is necessary for the administration of the Agreement or any applicable SOW:

- a. Social security or employer taxpayer identification numbers;
- b. Drivers' license, State identification card, or passport numbers;
- c. Checking account numbers;
- d. Savings account numbers;
- e. Credit card numbers;
- f. Debit card numbers;
- g. Personal Identification (PIN) Codes as defined in N.C.G.S. §14-113.8(6);
- h. E-mail addresses in combination with a password to an individual's online account;
- i. Digital signatures;
- j. Any other numbers or information that can be used to access a Person's financial account;
- k. Biometric data;
- l. Fingerprints;
- m. Passwords; and
- n. A parent's legal surname prior to marriage unless unchanged by the parent after marriage or unless otherwise used by the parent after marriage.

If Contractor accepts Excluded Data absent a separate agreement, then such Excluded Data shall be deemed "Data" and shall be subject to all of the provisions set forth in this Addendum and in any Excluded Data policies adopted by the Board from time to time.

4. FERPA. The Family Educational Rights and Privacy Act ("FERPA") is a federal law that protects the confidentiality of a student's records. Contractor represents and warrants that it is familiar with the basic provisions of FERPA. Contractor may only access student educational records if there is a legitimate educational reason to do so and if such educational reason is directly related to the performance of Contractor's duties and responsibilities reflected in the Agreement and any applicable SOW. Contractor must keep all PII gained from files (whether the files are paper, electronic or in any other medium) or from conversations heard in the course of performing the Services strictly confidential. Contractor shall not acquire student information or Student Data that Contractor does not need to perform the Services under the Agreement and any applicable SOW, nor should Contractor exchange information about students that Contractor may have learned while performing the Services for the Board unless there is a legitimate educational reason

to do so (determined in the Board's sole discretion). Contractor shall not obtain Student Data from the State of North Carolina's student data system unless and until Contractor fulfills the requirements set forth in Section 5.1(b) of the Agreement. In such event, the provisions and documents referenced in Section 5.1(b) of the Agreement shall govern all access and use of data obtained from the State of North Carolina's student data system. Contractor acknowledges that for the purposes of the Agreement and any applicable SOW, it will be designated a "school official" with "legitimate educational interests" in the Board's "education records," as those terms have been defined under FERPA and its implementing regulations, and Contractor agrees to abide by the limitations and requirements imposed by 34 C.F.R. 99.33(a) on school officials. In addition to the protections pursuant to FERPA, Contractor acknowledges that it must act in accordance with N.C.G.S. §115C-401.1 (which Contractor will familiarize itself with and abide by) and any other applicable federal or state data privacy or security laws; and any regulations promulgated thereunder.

Except as provided herein, Contractor shall not disclose any Data to any other party for any reason (i) without the prior written consent of the affected Person, or student (or parent of an affected student), (ii) without the prior written consent of the Board, or (iii) unless required by statute or upon entry of a final, non-appealable order of a court of competent jurisdiction; provided, that, Contractor shall notify the Board and provide it an opportunity to object prior to any such disclosure. Contractor agrees that it will not, without the prior written consent of the Board, disclose any findings or analysis derived from such Data, other than (i) findings and analysis that are in an aggregated form that do not and cannot be used to personally identify any Data, and (ii) to Contractor personnel that need to know such information to perform the Services or Contractor's obligations under the Agreement.

5. Data; Processing. In the performance of the Agreement and any SOW, each Party shall comply with its respective obligations under the applicable Data Protection Laws, including without limitation FERPA, the California Consumer Privacy Act (CCPA) and other similar laws with respect to the protection and processing of Data. In the performance of the Agreement and any SOW, each Party shall Process Data only in accordance with the requirements of the Data Protection Laws and will ensure that its instructions for the Processing of Data comply with the Data Protection Laws. Each Party shall be solely responsible for its accuracy, quality and compliance with relevant Data Protection Laws with regard to Data.

6. Data Protection; Prohibited Disclosure. The Data provided to or stored by Contractor pursuant to the Agreement and any applicable SOW is sensitive, requiring appropriate levels of security to prevent unauthorized disclosure, use or modification. Contractor shall maintain the administrative, physical and technical safeguards that are required by the applicable Data Protection Laws to protect the security, confidentiality and integrity of Data, including without limitation protection against unauthorized or unlawful Processing and against accidental or unlawful destruction, loss or alteration or damage, unauthorized disclosure of, or access to, such Data. These applicable Data Protection Laws may include, but are not limited to, the federal Social Security Act, FERPA, N.C.G.S. §115C-401.1 (which Contractor will familiarize itself with and abide by) and any other applicable federal or state data privacy or security laws, and any regulations promulgated thereunder.

a. Contractor has full and final responsibility for the security of all Data provided by the Board that is in Contractor's possession while it is in possession of such Data. Contractor agrees to implement reasonable administrative, technical and physical security measures to ensure the confidentiality, integrity and availability of the Data.

b. Contractor security measures must include, at a minimum:

(i) Restrictions such that access to Data is limited to Contractor personnel who need such access to carry out the responsibilities of Contractor under the Agreement and any applicable SOW; provided, that, such Persons (x) will not release such Data to any unauthorized Person; and (y) shall only have access to Data for which they have a legitimate interest;

(ii) Storing all Data on computer and storage facilities maintained within Contractor or its vendors' computer networks, behind appropriate firewalls;

(iii) Managing access to computer applications and Data through appropriate user identification and password procedures; and

(iv) Maintaining satisfactory redundant and uninterruptible power supply protections.

c. Except for PII, which is addressed in subsection (d) below, upon the earlier of (i) termination or expiration of the Agreement, or (ii) at such point that the Data is no longer needed for the purpose referenced in the Agreement or any applicable SOW, the Data must be returned to the Board, destroyed, or erased in compliance with all applicable law. Contractor shall submit a written description of the actions taken to return, destroy, or erase the Data to the Board within thirty (30) days after the earlier of the termination or expiration of the Agreement, or the date upon which the Data is no longer needed.

d. Within thirty days (30) days following the earlier of (i) any termination or expiration of the Agreement, or (ii) the date upon which PII is no longer needed for the purpose of carrying out the Agreement, all PII must be destroyed by Contractor in compliance with all applicable law, including, but not limited to, FERPA and the rules and regulations implemented thereunder. Contractor shall submit a written description of the actions taken to destroy the PII to the Board within forty-five (45) days after the earlier of the termination or expiration of the Agreement, or the date upon which the PII is no longer needed. All hard and electronic copies of PII in the possession of Contractor must be securely destroyed and must be purged from networks and systems in a manner that does not permit retrieval of the PII.

e. Any officers or employees of Contractor, and its assignees who have access to Student Data (including PII), or teacher or principal data, have received or will receive training on the federal and state law governing confidentiality of such data prior to receiving access.

f. Contractor shall limit internal access to education records to Persons that need to access such information to perform technical functions for Contractor.

g. Contractor shall not use the education records for any other purposes than those explicitly authorized in this Addendum (i.e., solely for legitimate educational purposes or to the extent necessary to perform the Services).

7. Breach Notification Costs and Expenses. The Parties agree that Contractor and its representatives and employees may receive Data, including but not limited to PII or personally identifiable teacher, principal or educator data, pursuant to the Agreement and any applicable SOW (or other written agreement with the Board) and Contractor shall be required to notify the Board of any breach of security resulting in unauthorized access, use or disclosure of such Data.

a. Contractor agrees that it will cooperate and promptly comply with any reasonable inquiries from the Board based upon the Board's receipt of a complaint or other information indicating that an improper or unauthorized disclosure of Data may have occurred and, after the Board has conducted a reasonable amount of due diligence regarding any such complaint, to verify that further investigation is warranted. Upon such verification from the Board, Contractor will permit on-site examination, audit, and inspection, and will provide, subject to FERPA and applicable law, access to necessary documentation or opportunity to interview any employee, representative or assignee of Contractor relating to the alleged improper access, use or disclosure of Data and access to Contractor's data custodian and/or managers responsible for the use, storage and protection of such Data; provided, that such employee, representative or assignee does not waive any privilege or reveal other confidential communications.

b. In the event of a breach or other unauthorized access to Data received by Contractor:

(i) If the breach of Data involves information for which the Board is not required to notify the affected Persons, parents or governmental agencies under any state or federal law but the Board nevertheless elects to notify such Persons, parents or governmental agencies, Contractor shall not be required to pay or reimburse the Board for any breach notification costs or expenses;

(ii) If the breach of Data is not caused in whole or in part by the Board and the Board is required under state or federal law to notify the affected Persons, parents or governmental agency of the breach, Contractor shall promptly pay or reimburse the Board for the actual costs and expenses (including reasonable attorneys' fees) paid or incurred by the Board for the purpose of notifying any affected Person, parent, or governmental agency of such breach; and

(iii) If the breach involves Excluded Data and the Parties have entered into a separate agreement governing breach notification of such Excluded Data, then the provisions of that separate agreement shall control.

Exhibit C

DPI Data Confidentiality and Security Agreement

(See Attached)

Exhibit D

Third-Party Data Collection Reporting Worksheet

(See Attached)

