

Data Sharing Agreement

This Data Sharing Agreement is entered into between JITU, LLC (JITU), doing business as College Consortium, and Jacksonville College (JC) at the addresses indicated in the signature page, for the protection and safeguard of their student data.

WITNESSETH:

Whereas, JITU, is a technology and services company whose offerings include, but are not limited to, the College Consortium Transfer Portal (CCTP), currently branded as the ICUT Foundation or ICUTF Transfer Portal, a system that uses student academic and financial aid data at JC to show the estimated cost and time to complete their bachelor's degree, and transfers student information to participating 4-year schools upon application for admissions.

Whereas, JC is interested in offering the CCTP to its students as a new pathway to a bachelor's degree; and

Whereas, the parties acknowledge that in using the CCTP, JC will be sharing personally identifiable information (PII) about their students that is protected under the Family Educational Rights and Privacy Act (FERPA);

Whereas, the parties agree that they desire to perform their respective duties under this Agreement in full compliance with the law.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein, the parties agree as follows:

1. **SERVICES TO BE PERFORMED** JITU will provide a site license for relevant students at JC as well as unlimited administrator accounts, for advisors and other staff in the transfer department.
2. **DESCRIPTION OF PROGRAM AND DELIVERABLES** JITU will work with JC during implementation to define the reports and other key metrics they want to manage/measure.
3. **DATA REQUIREMENTS AND SECURITY** JC owns all data provided to JITU for CCTP, henceforth "Original Data". JITU shall own all analysis, projections, and other information that is a derivative of the initial data as well as data collected through the use of the CCTP site by JC students, henceforth "Derivative Data". All data collected and used in CCTP is stored and secured behind a layered security protocol that includes firewalls, encryption of all sensitive/PII data, and multifactor authentication, and more.
4. **TERMS AND TERMINATION** The term of this Agreement shall commence on the date of this Agreement and shall continue until the contract between JC and JITU expires or is otherwise terminated in accordance with the terms and conditions contained herein. It is subject to expiration at thirty (30) days following the commencement date if it does not include the signatures of all appropriate stakeholders and organizational representatives. This agreement may be terminated by either party at any time upon breach of any material term or provision of this Agreement by either party which is not corrected within thirty (30) days after written notice of such breach is given. Following inclusion of all relevant signatures, either party may terminate this Agreement within ninety (90) days with written notice to the other.
5. **CONTRACT CONCLUSION** Upon Contract Termination, all Original Data shall be either returned to JC in a CSV file, or destroyed in a timely manner. In the event the portal is discontinued, all active student accounts will be migrated into a separate version of the CCTP site, where those students will be able to continue accessing their account and the available degrees.
6. **COLLABORATION** All parties agree to continue to discuss ways in which to collaboratively deliver products and services to JC.
7. **LIABILITY AND DEFAULT** JITU shall not be liable or deemed to be in default for any delay or failure to perform its obligations hereunder if such failure results directly or indirectly from any cause beyond its reasonable control.

8. **MUTUAL INDEMNIFICATION.** JC and JITU (as an indemnifying party) shall indemnify the other (as an indemnified party) against all losses arising out of any proceeding: brought by either a third party or an indemnified party, and arising out of the indemnifying party's willful misconduct or gross negligence.

9. **FERPA**

The parties acknowledge that their performance under this Agreement is bound by Family Educational Rights and Privacy Act (FERPA), and by executing this agreement, JC authorizes JITU to be an official JC service provider under the Act.

8.1 Terms. JC shall employ JITU on the terms and conditions contained herein and are inherent in the work associated to implement and support CCTP.

8.2 FERPA Compliance.

8.2A JC Duties. JC may disclose student education records to JITU in the Original Data, including records that contain PII, for the purpose of performing the Services in this Agreement. JC represents that it has obtained prior consent to disclose the Original Data or that it is disclosing the Original Data under a permissible exception under section 99.31 of the Family Educational Rights and Privacy Act ("FERPA"), 34 C.F.R. § 99.31. JC shall disclose only those records that are necessary for the provision of the Services.

8.2B JITU Duties. JITU represents that it will use PII contained in the records only for the purpose of providing Services under this Agreement. It also represents that it will provide the Services under this Agreement in a manner that does not permit access to PII and students by anyone other than those with a legitimate interest in provisioning the Services. In accordance with applicable law, when PII is no longer needed for the purposes of performing the Services hereunder, at the conclusion of this Agreement, or at some other time as mandated by law, whichever first occurs, JITU will destroy or return to the JC all PII contained in the records that JC has provided to JITU for the purpose of performing the Services.

8.3 PII. JITU will take such steps in the processing of PII as are reasonably necessary for the performance of its obligations under this Agreement.

8.4 Required Disclosures. JITU shall be permitted to disclose Confidential Information if it is required to do so in response to a validly issued subpoena or court order, or as otherwise required by law.

Signature Section

In witness whereof, the parties have caused this Agreement to be executed by their duly authorized representatives to be finding and effective of the Effective Date

Jacksonville College, Pilot School

The College Consortium, Administrator, JITU, LLC

105 B J Albritton Dr,
Jacksonville, TX 75766

3300 I-35, University Park
Austin, TX 78705

By:

Mardyn Welch

By:

Nathan B Green

Name:

Mardyn Welch

Name: Nathan B Green

Title:

V.P. for Academic Affairs

Title: Co-founder

Date:

10-5-2017

Date: 09/26/2017