



DATA PROTECTION AGREEMENT

This Data Protection Agreement (the “DPA”) dated _____, by and between Berlin Public Schools, Berlin, CT (“School District”) and Khan Academy (“Khan Academy”), is incorporated into and forms a part of the Khan Academy Terms of Service. The Terms of Service and this DPA are collectively referred to hereinafter as the “Agreement.” To the extent the terms in this DPA conflicts with the Terms of Service, the DPA will govern to the extent of the conflict. Terms which are not defined herein have meaning in the Terms of Service.

The parties agree as follows:

Nature of Services Provided. Khan Academy will provide access to and use of the Khan Academy website, mobile application and related services (collectively, the “Service”) to students (“Students”) for educational activities under the direction of the School District.

Student Records. In the course of providing the Service, Khan Academy may collect or have access to Student Records. “Student Records” are information relating to a student which is personally identifiable, or which is linked to personally identifiable information in a manner that would allow a reasonable person to identify the student with reasonable certainty, and is (i) provided to Khan Academy by a student or by the School District, or (ii) collected by Khan Academy, during the provision of the Service to the School District pursuant to this Agreement. Student Records shall not include information a student or other individual may provide to Khan Academy independent of the student’s engagement in the Service at the direction of the School District. As between the parties, the School District or the Student owns and controls all right, title and interest to all Student Records.

To be sure that personal information of Student Users is properly designated as “Student Records,” Student User accounts must be (1) created by the School District, (for example, when a teacher creates the user name, login and password to establish School User accounts, or when the teacher rosters a class using Google Classroom, Clever, or similar single sign-on service), or (2) created by a School User at the direction of a School, in each case using a School email address and associated with a School’s class on the Service. User accounts created with a personal email address will not be Student Records but will remain subject to the privacy protections set out in the Khan Academy Privacy Policy. School District is solely responsible for ensuring the creation of Student User complies with these requirements.

Use of Student Records. Khan Academy shall use Student Records solely for the purpose of (i) providing and supporting the Service; (ii) adaptive and/or customizing student learning; (iii) maintaining, developing, supporting, improving, or diagnosing its sites, services, or applications; (iv) as otherwise contemplated by the Agreement, and (v) as permitted with the consent of the parent or guardian, Student or the School District, provided, however, that nothing in this Agreement shall prohibit the Student's ability to save or maintain control over information associated with the Student's account (including, for example, activity and achievement history) by establishing or converting the account to a personal account on the Khan Academy Service or by transferring, sharing, or linking such information to a personal account.

Prohibited Use of Student Records. Khan Academy shall not:

- a. Use Student Records for any purpose other than as explicitly specified in the Agreement;
- b. Sell, rent transfer, share or otherwise provide Student Records to any third party without the consent of the School District, parent or guardian or eligible student, except as permitted by this Agreement or permitted by applicable law;
- c. Use or disclose Student Records collected through the Service (whether personal information or otherwise) for behavioral targeting of advertisements to Students.
- d. Use Student Records to amass a profile of a Student other than for the purpose of supporting an educational purpose or as authorized by the School District or a parent; or
- e. Use Student Records in a materially different manner than as described in this Agreement and in the Khan Academy Privacy Policy.

Disclosure of Student Records. Khan Academy shall disclose Student Records only for the purpose of providing and supporting the educational Service; at the direction of the Student, School District; and as otherwise provided in this Agreement. For clarity, **certain aspects of Student Records, such as a user name or profile information, may be shared with or visible to other users, Coaches or the public through the Service.** For example, if a School User posts content in the discussion forums, the School User's user name and profile information will be visible to others. Please contact Khan Academy if you have questions about controlling account settings to restrict the visibility of information on the Service.

In addition, the types of individuals and organizations to which Khan Academy may disclose Student Records could include:

- Third party organizations to jointly provide an educational service. From time to time, Khan Academy may partner with third party organizations to jointly provide an educational service. Khan Academy will not share any personal information with these partners without consent of, and at the direction of, a Student or School District.
- Third party service providers which provide services to a School District. Khan Academy may share Student Records with third party service providers, such as providers of single-sign-on authentication services or learning management services (LMS), but only at the direction of a School District.
- To Khan Academy contractors and service providers. Khan Academy may provide Student Records to its employees and to certain third party service providers, such as data hosting or analytics providers, that have a legitimate need to access such information in order to provide their services to Khan Academy, subject to contractual obligations to maintain the confidentiality of such data to the same extent as provided in this Data Protection Agreement.

Use of De-Identified or Anonymized Data. Notwithstanding anything to the contrary herein, nothing in this Agreement shall prohibit Khan Academy, both during and after the term of the Agreement, to collect, analyze, and use data derived from Student Records, as well as data about users' access and use of the Service, for purposes of operating, analyzing, improving, or marketing or demonstrating the effectiveness of the Service, developing and improving educational sites, services, or applications, conducting research, or any other purpose, provided that Khan Academy may not share or publicly disclose information that is derived from Student Records, unless the data is de-identified and/or aggregated such that the information does not reasonably identify a specific individual.

Security. Khan Academy will implement administrative, physical and technical safeguards designed to prevent unauthorized access to or use of Student Records. For example, such safeguards shall include encryption and firewalls, employee training and education initiatives, vendor management, strong password policies and protections, and other data security protections. In the event of an unauthorized disclosure of Student Records, Khan Academy will take steps to investigate the

incident and, where legally required by law, will notify the School District or the affected parent, legal guardian, or student over the age of 18, as appropriate.

Access to Student Records by School. Depending on the manner in which Khan Academy is used by the School, Khan Academy may provide access to certain Student Records and summarized or consolidated Student account usage data ("Student Analytics") to the School for the purpose of monitoring student usage and activity and evaluating the effectiveness of the School's use of the Khan Academy service. Student Analytics may only be available for Student accounts using a School email address or login and which are associated with a School's teacher or coach. Contact Khan Academy if you have questions about setting up School accounts in order to gain access to Student Analytics.

Data Sharing for Research Purposes. Khan Academy and a School District may mutually agree to share data for the purpose of conducting pedagogical research, efficacy studies and similar analyses, including joint research ("Research Activities"). In connection with Research Activities, the School District may provide Khan Academy with certain end-user data (in aggregate or de-identified form only), and Khan Academy may provide supplemental data and analyses to the School District. The parties may elect to enter into a supplemental agreement (or amendment to this agreement) with respect to provision and use of Student Analytics and/or data sharing referred to in this paragraph.

Use of Supplemental Data Provided by Khan Academy. School District agrees that (i) Khan Academy owns all right, title and interest in and to Student Analytics and data provided by Khan Academy for Research Activities, (ii) the School District will use all such data only for the School District's internal uses relating to its research, development and reporting needs, and (iii) the School District will not sell, transfer or otherwise convey, disclose to third parties, or publicize Student Analytics, data provided by Khan Academy for Research Activities, or performance data (including research findings) attributable to use of Khan Academy, without Khan Academy's prior written approval.

Student Record Access and Retention. Khan Academy shall establish reasonable procedures by which a parent, legal guardian, or student may review personally identifiable information on the Students' records and correct erroneous information. Khan Academy may not be able to respond to requests to revise or delete information in all circumstances and may direct certain requests to

the School District as needed. At time upon request from the School District or otherwise within reasonable period of time following our receipt of the School District's notice of termination of the Agreement, Khan Academy shall delete or de-identify Student Records, except for where data is aggregated and de-identified or a Student chooses to establish or maintain a personal account with Khan Academy, either by retaining possession and control of their own account information, or by transferring or linking their own account information to a personal account.

Compliance with Laws. We understand it is important to our partner schools that their use of the Khan Academy Service complies with their responsibilities under the Family Educational Rights and Privacy Act ("FERPA"), and other privacy laws and regulations. This Data Protection Agreement and our Service are designed to help Schools protect personal information from students' educational records as required by FERPA, and Khan Academy agrees to collect and disclose Student Records only as described herein. Both parties agree to uphold their responsibilities under the Children's Online Privacy and Protection Act ("COPPA"). We rely on the School to provide appropriate consent and authorization for a student under 13 to use the Service and for Khan Academy to collect personal information from such student, as permitted by COPPA.


Term and Termination. This Agreement will become effective upon execution by the Parties and will remain in effect unless and until School District provides written notice of termination by contacting Khan Academy at schoolpartnerships@khanacademy.org. Agreed to by the parties below.

Khan Academy, Inc.

School District: Berlin Public Schools

Catherine Wang

Signature



Signature of Authorized Officer

Its: Catherine Wang

VP Marketing & Partnerships

Its: D. Erin McGurk, Asst. Superintendent

Printed Name & Title of Authorized Officer

Date: 3/24/2020

Date: 11/28/18

Connecticut Addendum

(Applicable to Schools located in the State of Connecticut that are subject to Conn. Gen. Stat. Ann. § 10-234aa-dd)

This Addendum applies to the use of the Service by Schools located in the State of Connecticut, and is incorporated into and forms a part of the Khan Academy Terms of Service and Data Protection Addendum (collectively, along with this Addendum, the "Agreement"). The parties agree that the purpose of this Addendum is to detail the obligations of both Parties relative to the safety and confidentiality of student information, student records and student-generated content (collectively referred to as "Student Records"), in accordance with Conn. Gen. Stat. Ann. § 10-234aa-dd. To the extent that any term in this Addendum conflicts with other terms in this Agreement, the terms of this Addendum shall apply. This Addendum incorporates by reference the definitions set forth in Conn. Gen. Stat. Ann. § 10-234aa.

1. Student Records are not the property of or under the control of Khan Academy.
2. The School District may request the deletion of Student Records at any time by contacting us at schoolpartnerships@khanacademy.org to request deletion of Student Records associated with the School District's use of Khan Academy, except in instances where such data is (A) otherwise prohibited from deletion or required to be maintained under state or federal law, or (B) stored as a copy as part of a disaster recovery storage system and that is (i) inaccessible to the public, and (ii) unable to be used in the normal course of business by Khan Academy. Please note, Khan Academy is not required to delete information which has been aggregated and de-identified. We will also not be able to delete information associated which a School User has associated with a personal account, either by retaining possession and control of their own account information, or by transferring or linking their own account information to a personal account.
3. Khan Academy will not use Student Records for any purposes other than those authorized pursuant to the Agreement.
4. A student, parent or legal guardian of a student may review personally identifiable information contained in Student Records and correct erroneous information, if any, by contacting their School District. Khan Academy will respond to such requests in accordance

with instructions sent by an authorized School District representative to at schoolpartnerships@khanacademy.org.

5. Khan Academy will take actions designed to ensure the security and confidentiality of Student Records.

6. Khan Academy will promptly notify the School District in accordance with the provisions of section 10-234dd when there has been an unauthorized release, disclosure or acquisition of Student Records. The notice shall be sent to:

School District Contact: serveradmins@berlinschools.org

7. Student Records shall not be retained or available to Khan Academy upon expiration of this Agreement, except for where data is aggregated and de-identified such that it cannot be used to identify an individual Student or a where Student chooses to establish or maintain a personal account with Khan Academy, either by retaining possession and control of their own account information, or by transferring or linking their own account information to a personal account.

8. Khan Academy and the School District shall each ensure their own compliance with the Family Educational Rights and Privacy Act of 1974, 20 USC 1232g, as amended from time to time.

9. The laws of the state of Connecticut shall govern the rights and duties of Khan Academy and the School District.

10. If any provision of this Addendum is held invalid by a court of competent jurisdiction, the invalidity does not affect other provisions or applications of the contract which can be given effect without the invalid provision or application.

DATA SECURITY STATEMENT

Khan Academy cares deeply about the security of users' personal information. We take measures to protect against the unauthorized access, use, alteration, or destruction of personal information, including but not limited to, the following:

- The use of HTTPS (SSL/TLS) to protect sensitive information from unauthorized access.
- Advising its developers to implement and maintain secure coding practices.
- The use of full-disk encryption on all laptops and workstations.
- Encryption of sensitive data using AES 256 encryption, in transit and at rest.
- Employee training on security protocols and communication requirements designed for early risk detection.
- Deployment of 2-factor authentication on web-accessible logins where possible.
- Use of salted hashes of sensitive information where appropriate.
- Khan Academy requires that developers use accepted industry practices for security application code. These include guarding against Cross-Site Scripting (XSS) attacks, following authentication best practices, ensuring secure session management, and handling all user input with care.

Note that as security needs and technologies change, the practices described in this Security Statement may be modified and updated to address evolving threats. Khan Academy reserves the right to modify its security procedures and tools as appropriate, at its sole discretion.