

Griswold Public Schools
211 Slater Ave
Griswold, CT 06351

**Connecticut
Privacy Addendum to Master Subscription Agreement**

This addendum ("Addendum") is hereby a part of that certain Master Subscription Agreement between Griswold Public Schools ("Subscriber") and Wakelet Limited regarding the transfer of Student Education Records to Wakelet and the subsequent processing of that data. The term Subscriber includes the local or regional board of education, its school district and any one of its schools as defined below in the customer signature block. Terms not expressly defined in this Addendum shall have the same meaning assigned in the MSA. This document is effective as of the date of last signature below.

The parties agree as follows:

1. For the purposes of this Addendum, student information shall have the meaning as set forth in Public Law 16-189 and the MSA, but shall exclude directory information, de-identified information and aggregate student information ("Student Education Records"). All Student Education Records are owned by Subscriber;
2. If services are terminated by either party, and upon prior written notice by Subscriber, Wakelet Limited agrees to delete all Student Education Records consistent with Wakelet privacy policy data destruction and retention policies and practices;
3. Wakelet Limited will not use Student Education Records for any purposes other than those authorized pursuant to the MSA. Wakelet Limited shall not use Student Education Records to engage in targeted advertising (as defined in Public Law 16-189). Wakelet Limited shall not collect, store, or use Student Education Records or persistent unique identifiers (as defined in Public Law 16-189) for purposes other than the furtherance of Subscriber purposes. In the event Wakelet Limited merges or is purchased by another entity, Wakelet Limited shall notify Subscriber in writing of such merger or acquisition;
4. During the effective period of the MSA, which includes this Addendum, Subscriber shall have control of all Student Education Records provided to or accessed by Wakelet Limited. If a parent, or guardian contacts privacy@wakelet.com to review Student Education Records, and/or correct Student Education Records, Wakelet Limited shall contact Subscriber to validate the identity of the parent or guardian and request instructions regarding corrective action to be taken, if any. Once validated, Wakelet Limited shall correct erroneous Student Education Records as directed by Subscriber in writing;
5. Wakelet Limited shall take commercially reasonable actions designed to ensure the security and confidentiality of Student Education Records. Wakelet Limited will store and process Student Education Records with commercially reasonable practices, including appropriate administrative, physical, and technical safeguards to secure such data from unauthorized access. Such measures will be no less protective than those used to secure Wakelet's own data of a similar type;
6. Except as set forth in the MSA, Student Education Records shall not be retained or available to Wakelet Limited upon completion of the contracted services unless a student, or parent or legal guardian of a student, chooses to establish or maintain an electronic account with Wakelet for sharing Student Education Records;
7. Wakelet Limited and the local or regional board of education will ensure compliance with the federal Family Educational Rights and Privacy Act of 1974 (FERPA);
8. Wakelet Limited will comply with applicable state personal information security breach laws when there has been a confirmed unauthorized release, disclosure, or acquisition of Student Information. In doing so, Wakelet Limited shall maintain an incident response program that specifies the actions to be taken when Wakelet Limited detects unauthorized acquisition or use of its information systems. As part of such response programs, Wakelet Limited shall notify the Subscriber by email (jcurioso@griswoldpublicschools.org) or telephone (860-376-7660) without unreasonable delay, but not more than thirty days, after confirmation of a breach of its security related to computer systems which contain Student Information. For the purposes of this Addendum, a breach means actual evidence of the unauthorized acquisition to or unauthorized use of Student Information ("Breach"). In the event of a Breach, Subscriber shall cooperate fully with Wakelet Limited to ensure Griswold can comply with any notification obligations Wakelet Limited may have to the affected parent(s), legal guardian(s) or eligible student(s) or any other parties for which notification by Wakelet Limited may be required under applicable law
9. Connecticut law governs the rights and duties of all parties to the MSA; and

Agreed to by: Wakelet Limited

Griswold Public Schools/Subscriber

By: 

By:

Name: Jamil Khalil

Name: Jill Curioso

Title: CEO & Founder

Title: Technology Director

Date: 18 January 2021

Date: 10/25/19