



Memorandum of Understanding

April 3, 2018

**Prepared for:** Shirley Earley

Raytown School District

**Prepared by:** Joe Bruzzese, CEO &

Founder Sprigeo, Inc.

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USA

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This letter shall serve as an MOU for the Sprigeo Online Reporting System by and between Sprigeo, Inc. and the Raytown School District. The effective date of this Agreement shall be the last date upon which the Agreement is executed here below.

WHEREAS, Sprigeo desires to provide a platform for an online reporting system to Raytown School District (“RSD”), for use by students, staff members, and parents of RSD; and

WHEREAS, RSD desires to obtain information regarding incidents, complaints, and reports by way of a uniform and organized electronic platform; and

NOW, THEREFORE, the parties, for and in consideration of the mutual promises, terms, and conditions set forth herein, agree as follows:

#### TERMS AND CONDITIONS:

Sprigeo, Inc. is to provide the following services and products as outlined below for the term beginning August 1, 2018 and ending on July 31, 2019. Raytown School District will be billed in the amount of \$6,900 for a 1-year period beginning, August 1, 2018 and ending on July 31, 2019. **Sprigeo, Inc. agrees to keep all data secure and confidential subject to the terms and agreement attached hereto as Exhibit A. Raytown School District owns the rights to all data connected with reports connected to Raytown School District students, staff or parents.** Raytown School District agrees not to disclose Sprigeo documents, programming code or the online Dashboard to anyone or any agency outside of Raytown School District, except as required or permitted by law.

#### Sprigeo’s Responsibilities:

1. Provide a subscription to the Sprigeo Online Reporting System for all schools in the RSD.
2. Provide RSD with Sprigeo Signs: Sprigeo Signs will be sent to school site administrators. Sprigeo signs should be posted in accordance with the set up process described in the Sprigeo Best Practices Documents.
3. Provide Sprigeo Best Practices Documents: Electronic documents that may be duplicated
  - Best practices for using Sprigeo at your school
  - Sample Parent Letter explaining the Sprigeo Online Reporting System
  - Sample Powerpoint presentation introducing Sprigeo to your school staff
  - Frequently Asked Questions Document
  - Sprigeo Overview of Services



4. Provide an Online training session video for all RSD staff members and administrators.
5. Provide Online Staff Development training series in Bullying Prevention. Access to this training series is available through login and password that will be given to lead administrators at each school site. All staff members can access and complete the course at no additional cost.
6. Provide Online Parent Education course in Bullying Prevention. Access to this course will be available to all parents in the district at no additional cost.
7. Provide Ongoing support via email and through the Sprigeo.com web site.

#### MISCELLANEOUS PROVISIONS

8. **NON-DISCRIMINATION.** In the performance of their respective duties and obligations under this Agreement, the parties will not discriminate against any individual or group of individuals on the basis of race, color, religion, national origin, ancestry, sex, age, or any other trait, characteristic, or status protected by applicable law, regulation, or policy.
9. **COMPLIANCE WITH LAWS.** In the performance of their respective duties and obligations under this Agreement, the parties will comply in all material respects with all applicable federal, state, and local laws and regulations, and will further comply with all applicable published policies of RSD, as they now exist or may hereafter be amended.
10. **PUBLICITY.** Following execution of this Agreement by both parties, either party may freely discuss and promote the nature and terms of this Agreement, and may therein use the other party's name. It is expressly understood that this Agreement, and any other documents or communications related to this agreement, are and will be subject to the Missouri Sunshine Law, § 610.010, RSMo, et seq. However, use by either party of any of the following will be permitted only with the express written consent of the other party:
  - a) logos, trademarks, service marks, and the like of the other party;
  - b) videos, photographs, drawings, sound recordings or any other likeness or representation of the other party's facilities, personnel, clientele (including the RSD's students), or any other person, place, or thing reasonably associated with the other party;
  - c) quotes taken from or attributed to the other party or any of the other party's personnel or clientele (including the RSD's students); and
  - d) any representation or suggestion of endorsement by the other party.
11. **NO JOINT VENTURE.** The parties to this Agreement are and remain independent entities, and no employee, representative, agent, contractor, or subcontractor of one party shall be deemed to be the employee, representative, agent, contractor or subcontractor of the other. In no event shall this Agreement be construed as establishing a partnership, joint venture, or similar relationship between the parties.
12. **INDEMNITY.** Sprigeo will indemnify, defend, and hold harmless RSD and its employees, officials, and agents from and against any and all claims, liability, judgment, and expenses of any kind, including reasonable attorneys' fees, arising out of this Agreement or arising out of any act



or omission related in any way to this Agreement. Nothing contained herein shall be interpreted or deemed to waive any defense or immunity otherwise available to the District, or its employees, officials, and agents, including but not limited to sovereign immunity.

13. **NO ASSIGNMENT.** Neither party shall assign any rights nor delegate any duties under this Agreement without the prior written consent of the other party.
14. **TERMINATION.** This Agreement may be terminated for any reason by either party by giving written notice of the intent to terminate to the other party. The termination will be effective upon the date set forth in such written notice, but in no event sooner than thirty days from the date the notice is provided.
15. **EMERGENCY TERMINATION.** Notwithstanding any other provision of this Agreement, RSD may terminate this Agreement immediately or at such time as it deems appropriate if RSD reasonably determines that such termination is necessary to (a) protect the health or well-being of any RSD student or staff member, (b) comply with any applicable law or regulation, or order of a court or administrative body, (c) prevent or remedy disruption to or interference with the educational process, or (d) protect the RSD's reputation and goodwill.
16. **MISCELLANEOUS.** This Agreement is entered into in, and will be governed by the laws of, the State of Missouri. This Agreement contains the entire agreement of the parties as to the subject matter contained herein, superseding all prior agreements and understandings, whether oral or in writing, and can only be amended by the written agreement of the parties.

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Raytown C-2 School District

\_\_\_\_\_  
Raytown School District Representative

\_\_\_\_\_  
Date

Sprigeo, Inc.

\_\_\_\_\_  
Joe Bruzzese, CEO

\_\_\_\_\_  
Date: 4.28.18

## EXHIBIT A

### Data Governance Addendum for District Data of the Raytown C-2 School District

**Data Governance Conditions.** Terms used herein shall have the same meaning as in the Agreement unless otherwise specifically provided. To the extent that Sprigeo ("Company") is permitted, under the applicable terms of the Agreement, to subcontract or otherwise delegate its duties and obligations under the Agreement, Company is likewise permitted to subcontract or delegate the performance of corresponding duties and obligations contained in this exhibit, provided however that Company will remain ultimately responsible for such duties and obligations. To the extent that any provision of the Contract, Terms of Service or Privacy Policy conflict with or contradict with this addendum, in letter or spirit, the provisions of this addendum shall prevail.

- **Data Storage/Maintenance.** The parties agree that all data collected or held by Company (including but not limited to Raytown C-2 ("Customer") staff and students' names and other information) shall be stored within the United States of America. The parties further agree that Company shall maintain all data in a secure manner using appropriate technical, physical, and administrative safeguards to protect said data. No data may be backed up outside of the continental United States.
- **Data Encryption.** In conducting data transactions and transfers with the Customer, Company will ensure that all such transaction and transfers are encrypted.
- **Data Portals.** Company warrants and represents that all of its data portals are secured through the use of verified digital certificates.
- **Data Breach.** Company agrees that it will implement commercially reasonable administrative, physical and technical safeguards designed to secure User Data from Customer from unauthorized access, disclosure, or use, which may include, where commercially reasonable or to the extent required by Law, data encryption, firewalls, and physical access controls to buildings and files. In the event Company has a reasonable, good faith belief that an unauthorized party has accessed or had disclosed to it User Data that the Customer provided Company or that Company collected from Customer or its authorized users, and such access or disclosure occurs in a manner that compromises the security of said User Data ("Security Incident"), then Company will promptly, subject to applicable confidentiality obligations and any applicable law enforcement investigation, or if required by Law in such other time required by such Law, notify the Customer and will use reasonable efforts to cooperate with the Customer's investigation of the Security Incident.
- If, due to a Security Incident which is caused by the acts or omissions of Company or its agents, employees, or contractors, any third-Party notification of such real or potential data breach is required under law, Company shall be responsible for the timing, content, and costs of such legally-required notifications. With respect to any Security Incident which is not due to the acts or omissions of Company or its agents, employees, or contractors, Company shall nevertheless reasonably cooperate in the

Customer's investigation and third-party notifications, if any, at the Customer's direction and expense. Company shall also be responsible for the cost of investigating any Security Incident determined to be caused by the acts or omissions of Company or its agents, employees, or contractors, as well as the payment of actual, documented costs including reasonable legal fees, audit costs, fines, and other fees imposed against the Customer as a result of a Security Incident. Company shall also be required to outline for the Customer the steps and processes that Company will take to prevent post-employment data breaches by Company employees after their employment with Company has been terminated.

- **Data Inventory.** Company will provide the Customer with a data inventory that inventories all data fields and delineates which fields are encrypted within Company's platform maintaining collected Customer data.
- **Data Ownership.** The parties agree that, notwithstanding Company's possession of or control over Customer data, the Customer maintains ownership of all data that the Customer provides to Company or that Company collects from the Customer. Company further agrees that Customer data cannot be used by Company for marketing, advertising, or data mining, or shared with any third parties unless allowed by law and expressly authorized by the Customer in writing.
- **Company Access to Customer Data.** The parties agree that Company shall exclusively limit its employees, contractors, and agents' access to and use of Customer data to those individuals who have a legitimate need to access Customer data in order to provide required support of the system or services to the Customer under the Agreement. Company warrants that all of its employees, contractors, or agents who have such access to confidential District data will be properly vetted to ensure that such individuals have no significant criminal history.
- **Data Handling in the Event of Termination.** In the event that the parties terminated their agreement for the provision of Company's services, upon written request any Customer data within Company's possession or control must be provided to the Customer and all other copies of the data must be de-identified/deleted. De-identified data will have all direct and indirect personal identifiers removed, including but not limited to names, addresses, dates of birth, social security numbers, family information, and health information. Furthermore, Company agrees not to attempt to re-identify de-identified data and not to transfer de-identified data to any party unless that party agrees not to attempt re-identification. If Customer data is disclosed without de-identifying the same as required herein, written notice shall be provided to the Customer. If Customer data is restored from a back-up after the parties' termination of their agreement for Company's services, then that data must also be de-identified/deleted.
- **Cyber Security Insurance.** Company will provide to the Customer a certificate of insurance including Cyber Security Insurance coverage for Customer coverage in the event of a Data Breach.
- **Company Visits to Customer Property.** The parties recognize that certain Company employees, contractors, or agents may visit the Customer's property in order to obtain the necessary information for the provision of Company's services. In the event that a Company employee must be unsupervised on Customer's property, the parties agree that, before any such visits to the Customer occur, all visiting Company employees, contractors, or agents must clear both criminal and child abuse &

neglect background checks. Company further warrants and agrees that its employees, contractors, or agents who visit the Customer will not have contact or interact with the Customer's students. Company will indemnify, defend, and hold the Customer, its board members, administrators, employees and agents harmless from and against liability for any and all claims, actions, proceedings, demands, costs, (including reasonable attorneys' fees), damages, and liabilities resulting directly, from the acts and/or omissions of Company and/or its employees, contractors, or agents, subcontractors in connection with visits to the Customer's property as described herein.