

**Statement of Work # 1
dated August 15, 2017 (“SOW Effective Date”) to
Master Agreement for Watson Enlight
 (“Agreement”) between
Office Depot, Inc. (“Office Depot”)
and
School Board of Sarasota County, Florida (“Client”)
dated August 2, 2016**

This Statement of Work # 1 (“SOW”) shall become a part of the referenced Agreement between the parties. Should a conflict arise between the terms of this SOW and the terms of the Agreement, this SOW shall control. Capitalized terms used herein and not otherwise defined herein, unless the context otherwise requires, shall have the same meanings set forth in the Agreement.

STATEMENT OF SERVICES

A. PROJECT NAME. IBM Watson Enlight for Educators

B. DESCRIPTION OF PROJECT.

This Service Description describes the Cloud Service provided to Client. Client means and includes the company or organization, its authorized users or recipients of the Cloud Service.

C. CLOUD SERVICE.

IBM Watson Enlight for Educators focuses on the teacher as having a central role in a learner’s ecosystem. It uses analytics to provide educators with insights into each learner’s academic performance and achievement. IBM Watson Enlight for Educators uses Watson cognitive analytics to perform deep analysis of the education entity’s instructional materials. Using these analytics, IBM Watson Enlight for Educators is designed to help guide educators toward appropriate materials that are aligned with each learner’s needs and goals. IBM Watson Enlight for Educators delivers these insights through a transformative, browser-based user experience that is deeply personalized to the needs and modes of work for the educator.

IBM Watson Enlight for Educators is integrated with IBM Watson Education Insights (WEI), an IBM hosted cloud-based repository for data extracted from the education entity’s systems of record. The data housed in WEI will include data elements required to support the IBM Watson Enlight for Educators Solution.

The Cloud Services require Professional Services to enable Client’s access and use. Such Professional Services may be described in a separate Statement of Work (“SOW”) or District Work Order (“DWO”) between IBM and Office Depot.

IBM Watson Enlight for Educators uses data from the Client to:

- Provide a user experience tailored to the requirements of classroom teachers.
- Equip teachers with insights to student academic performance and attendance; based upon data provided by the education entity.
- Support teachers’ communications with each other regarding their students; consistent with district policy on sharing student information.
- Provide the education entity the ability to load, create, store and access a library of instructional materials analyzed and tagged by Watson cognitive technologies. The tagging helps guide teacher decisions on which materials are best suited for individual student instructional needs.
- Provide secure, cloud-based access to the information, analysis, and library content in WEI.

A subscription to IBM Watson Enlight for Educators includes access to IBM Watson Enlight for Educators for the teacher role, standard platform maintenance, and upgrades. During the Term, Office Depot will be responsible for assigning Help Desk resources to provide support for Client end users in accordance with the terms of the Agreement.

Client will provide to IBM and Office Depot timely access to requested, educationally relevant, student data and instructional content. Such access will be provided only to the extent Client is permitted by applicable law and for which all necessary authorizations and consents have been provided. At the request of the Client, Office Depot may assist Client in obtaining the necessary third party authorizations and consents, however Office Depot does not guarantee that its assistance will generate the necessary authorizations and consents as required by law.

The Cloud Service will enable Client to view student data and instructional content that may be considered personal information (PI) or sensitive personal information (SPI) under applicable privacy laws, including but not limited to:

- Contact information (e.g. address, phone and cell numbers, email)
- Other personal identifiers (e.g. date of birth, gender, photographs)
- Sensitive Personal Information (e.g. racial/ethnic origin, disability information, educational history, information on receipt of social welfare assistance)
- Health data (e.g. allergies, relevant medical conditions)

D. DATA PRIVACY.

Client acknowledges that:

Client provides to IBM and Office Depot for the purpose of the Services, and IBM requires in order to perform the Services, access to certain confidential information maintained by Client including Education Records (as defined in FERPA) and/or personally identifiable student information (“PII”) protected by the Family Educational Rights and Privacy Act (“FERPA”), 20 U.S.C. §§ 1232g et seq. and/or content protected by state or federal law and regulations;

As a public school in receipt of federal funding, Client and its employees and agents are required, pursuant to FERPA, to maintain the confidentiality of such Education Records and PII;

The Education Records of Client include records that are directly related to a student and that are maintained by Client or an agent of Client;

By fulfilling its obligations to perform the Services which are institutional services for the benefit of Client, IBM (i) is performing a function that would otherwise be performed by employees of Client, (ii) is under the indirect control of Client with respect to the use and maintenance of student Education Records, PII, and/or content (iii) is subject to the requirements of FERPA, federal law, state law, and the Client’s policies and regulations with regard to Education Records, PII, and/or content and (iv) is determined by Client to meet the criteria set forth in Client’s annual notification of FERPA rights for being a school official with a legitimate interest in the student Education Records; and Client will provide IBM and Office Depot with no data that is regulated by the Health Insurance Portability and Accountability Act of 1996, as amended, including by the Health Information Technology for Economic & Clinical Health Act of the American Recovery and Reinvestment Act of 2009 (“HITECH Act”), certain regulations promulgated under HIPAA by the United States Department of Health and Human Services at 45 C.F.R. Parts 160 and 164 and certain regulations promulgated pursuant to the HITECH Act (collectively, “HIPAA”).

Data Access and Collection

Client will provide to IBM and Office Depot timely access to requested, educationally relevant, student data and instructional content in accordance with the terms of this SOW between the parties. Such access will be provided only to the extent Client has obtained all necessary authorizations, consents and permissions in accordance with applicable privacy law. Client maintains, and Client will disclose to IBM for purposes of IBM’s performance of the Services, Education Records and other PII that are directly related to its students. To the extent that IBM, in performance of the Services, collects data that directly relates to Client’s students, IBM will, at no cost to the Client, disclose and release such data to Client within five (5) business days of Client’s written request and such data shall thereafter be part of the Education Records of Client maintained by Client. Upon request by a parent or guardian for access to

review or correct such personally identifiable information that Client does not yet possess, Office Depot will request for IBM to undertake a query of the data specific to the applicable student. IBM will deliver the results in a report indicating the titles of the fields and the data for which IBM controls as the system of record. For purposes of clarity, IBM will only provide the data that is in the Watson for Educators Solution for use by Client, and IBM will not provide any other or additional data outside of the Watson for Educators Solution for use by Client.

Consents, Permissions and Authorizations for Student Data and Content

Client has obtained for all student data, whether PI or sensitive personal information (SPI) (collectively "Student Data"), and all content submitted by Client or students or teachers ("Content"), all necessary consents, permissions and authorizations under applicable privacy laws to permit its use by Office Depot and IBM for the Services and that the use of the Student Data and Content in conjunction with the Services does not violate any privacy laws. To the extent not prohibited by the Constitution and the laws of the State of Florida, Client shall indemnify, hold harmless and defend IBM and Office Depot from any claims, damages, losses, attorney fees and other costs related to Client failure to obtain such necessary consents, permissions and authorizations for Student Data and Content. Nothing in this SOW is intended to waive any right of sovereign immunity to which client may be entitled under Florida Law except to the extent waived under Florida law.

Permitted Uses

IBM and Office Depot may access and use the Student Data and/or Content for the purpose of performing the Services and for other uses authorized by Client in writing.

Third Parties

IBM and Office Depot may disclose Client Student Data to subcontractors or other third parties to the extent they (i) are under contractual obligations substantially similar to the terms of this Agreement with respect to Student Data and (ii) need to have access to the Client Student Data in order to perform their services to Office Depot and IBM.

De-identification

IBM and Office Depot may de-identify Student Data and/or Content and once so-de-identified, may use such de-identified data for educationally related purposes not prohibited by applicable law, including but not limited to populating a test instance of Watson Enlight for Educators for internal training.

Client Compliance with Laws Regarding Student Privacy

Client provides parents with timely required notices and shall engage in, and complete all other requirements under FERPA and other applicable laws related to providing IBM and Office Depot access to the Student Data. At the request of the Client, Office Depot may assist Client with providing parents with timely required notices; however Office Depot does not guarantee that its assistance will generate the necessary authorizations and consents as required by law.

Teacher Consent

Client has authorization under applicable law to disclose to IBM and Office Depot, or has obtained, or will obtain prior to disclosure of teacher PII to IBM and Office Depot, consent from teachers whose names, class schedules, or other teacher PII will be disclosed to IBM and Office Depot for the performance of the Services.

Educationally relevant and necessary data only

Client shall provide IBM and Office Depot access only to mutually agreed upon educationally relevant and necessary data, and with respect to SPI only to the extent, and in the format, requested by IBM or Office Depot. Provided extraction and transformation occurs on the Client system infrastructure, Office Depot will make reasonable efforts to provide assistance to Client with extraction and formatting of data, which may include assisting with writing of SQL code to extract data from the source system, writing transformation logic to take data from a source system's standard extract and update it into the IBM specified format, or running logic against the extracts to identify duplicates or orphan records. Educationally relevant data to be provided by Client, upon receipt of parent consent, may include the following examples:

- Full Name
- Preferred Name
- Email
- Address

Birthdate
Birthplace
Phone Number
Photo
Grade Level
Parents/ Guardians
Siblings ("Relationships")
Class information/schedule
Person ID
Student ID number Attendance
Food Interests Clubs
Technology Access Pets
Sports
Music Interests
Certain Special Designations
(gifted/talented, new, ELL, Visual Challenges, Free/Reduced Lunch, IEP) Ethnicity
Medical Conditions Allergies
Grades Test scores
Assessments
Academic record/ history/average/GPA Teacher observations
Other data as may be mutually agreed to by the parties

Client acknowledges that deep analysis of its instructional materials and/or the Cloud Services may be limited should the Client fail to provide the above educationally relevant and necessary data or educationally relevant and necessary data as requested by Office Depot and/or IBM.

No Marketing

Office Depot will not use, or allow its subcontractors to use, e Student Data to market to Client students, their parents or guardians.

Data Disposal and Destruction

Upon notice of termination, Client shall have 30 days prior to termination to declare the method for IBM to dispose of the Client data in these repositories. The following are the methods available for disposal:
Deletion of all Client data without providing a copy to Client;
Delivery of a copy of all Client data to Client by means of a hard disk delivered by a secure courier, followed by deletion of all Client data from the IBM repositories; or
Delivery of a copy of all Client data to Client by means of secure online transmission, followed by deletion of all Client data from IBM repositories.

The data will be provided in the database format available in the IBM repository. Upon completion of the disposal of the Client data, IBM and Office Depot shall maintain no personally identifiable Client data, including de-identified personally identifiable information relating to this Agreement or the Services

E. SECURITY DESCRIPTION.

Security Policies

IBM has an information security team and maintains privacy and security policies that are communicated to IBM employees. IBM requires annual privacy and security training for personnel. IBM security policies are revalidated annually based upon industry practices and IBM business requirements. Security incidents are handled based on a comprehensive incident response procedure. IBM maintains physical security standards designed to limit access to authorized personnel at IBM data centers, including limited and monitored access points. Visitors register upon entering and are escorted while on the premises

Security Features

IBM's data security policies are published on

[http://www-03.ibm.com/software/sla/sladb.nsf/pdf/KUP12494/\\$file/KUP12494USEN.pdf](http://www-03.ibm.com/software/sla/sladb.nsf/pdf/KUP12494/$file/KUP12494USEN.pdf)

and apply to the Enlight service except as noted below:

Any change to IBM's data security policies will not degrade the security of the Cloud Service.

The Cloud Service does not encrypt content during data transmission between the IBM network and the End User presentation.

The Cloud Service does encrypt content when at rest awaiting data transmission.

Client is responsible to encrypt content prior to adding to the Cloud Service, if desired. Client will coordinate the sharing of keys with IBM.

Compliance

IBM performs industry standard SSAE 16 audits (or their equivalent) annually in production data centers for compliance of IBM information security policies. IBM maintains annual SOC II certification for specific SoftLayer data center location(s) used to provide the Cloud Service. IBM's SOC II report audits the security, availability and process integrity of how SoftLayer data centers operate its physical facilities. The audit report is available to Client and its auditors upon request

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to execute this SOW as of the SOW Effective Date.

OFFICE DEPOT, INC.

**SCHOOL BOARD OF SARASOTA COUNTY,
FLORIDA**

By:

By:

Name:

Name:

Title:

Title:



Approved for Legal Content
August 7, 2017, by Matthews Eastmoore
General Counsel for the School Board of
Sarasota County, Florida
Signed: ASH