## Attachment C: AIR/USOE Understandings

## Amendment #2 to Contract 086451 American Institutes for Research/ Utah State Board of Education November, 2013

The purpose of this contract amendment is to clarify the scope of work specified in the original contract and amendments between the Utah State Office of Education (USOE) and American Institutes for Research (AIR) regarding, specifically, USOE's expectations and the corresponding steps AIR will take to safeguard and protect student level data. Except as specified herein, all original and amended contract requirements, budgets, and terms & conditions remain unchanged and in effect.

## Scope of Work

## Data Security

AIR shall protect all student level data in a manner that does not permit personal identification of students by anyone except those bound by this agreement and the USOE. AIR shall safeguard, protect, and maintain the confidentiality of any student level data of any kind which come into its possession in the performance of services under this agreement. AIR shall not disclose or redisclose any such data without prior authorization from USOE, the parent, or eligible student. AIR shall comply with FERPA and all other applicable state and federal student privacy laws, and shall maintain any and all personally identifiable information in a manner consistent with such laws. At USOE's option, AIR shall return or securely destroy any such data upon the earlier of either the expiration or termination of this contract.