



## Student Search Service Third Party Data Use Agreement

THIS DATA USE AND CONFIDENTIALITY AGREEMENT, dated as of [ *date* ], is made between \_\_\_\_\_ (“SSS User”) and \_\_\_\_\_ (“Third Party”) and/or any of their direct or indirect parents, subsidiaries or affiliates.

WHEREAS, as the owner of the Student Search Service, the College Board requires SSS Users who provide SSS Data, as defined in Section 1 below, to third parties to enter into a data use and confidentiality agreement with regard to such data; and

WHEREAS, in consideration for, and as a condition to, SSS User furnishing SSS Data to Third Party, Third Party hereby agrees as follows:

1. **SSS Data Defined:** Third Party will receive from SSS User data records containing some or all of the following data elements:

- Name
- Address
- EPS Market Code
- Gender
- Date of Birth
- SSS Unique Identifier
- High School Code
- Intended college major(s)
- AP Examination Codes (up to 10)
- SAT Subject Test Codes (up to 10)
- Graduation Year
- Ethnic Indicator
- Email Address (if provided by student)

(“SSS Data”), about students who have taken certain College Board exams and indicated a willingness to share such information with colleges and universities, scholarship and other educational opportunity organizations.

2. **Confidentiality of SSS Data:** Third Party acknowledges the confidential and proprietary nature of the SSS Data and agrees to hold and keep the same confidential as provided in this Agreement. SSS Data:

- (a) shall be maintained by Third Party in confidence, and may only be disclosed to those employees or independent contractors of Third Party (“Employees”) who have a need to know the same for the sole purpose of providing Services, which term is defined in 2(b) below; and



- (b) shall not be used by the Third Party or its employees for any purpose other than for the purpose of providing services (“Services”) to the SSS User.

A “need to know” means that the Employee requires the SSS Data to perform his or her responsibilities in connection with the Services.

3. **Data Sublicense:** Pursuant to the terms and conditions contained in this Agreement, SSS User hereby grants to Third Party a non-exclusive, limited, non-transferable, revocable, right to use the SSS Data solely for the Services.
4. **Limited Use: Use of the SSS Data** is limited to Employees whom Third Party has authorized to receive and use the SSS Data in accordance with this Agreement. Third Party must establish a separate SSS user account for each Employee requiring such an account, in accordance with College Board procedures. Third Party is responsible for ensuring that Employees use the SSS Data in accordance with this Agreement, and Third Party will be liable to SSS User for any misuse of the Data by Third Party or an Employee.

By executing this Agreement, Third Party acknowledges that it has read and understood and agrees to abide by the foregoing, and have ensured that each Employee has also read, understood and agreed to so abide.

5. **Term:** This Agreement will become effective on [*insert date in which Third Party receives the SSS data*] (“Effective Date”) and shall terminate in accordance with Section 6 of this Agreement; or at the point at which the Services are complete. Upon termination of the Agreement, Third Party shall purge the Data from its systems and destroy all copies of the same. Third Party will, upon the request of SSS User, provide to the SSS User a certification, signed by an authorized official of Third Party’s organization, attesting to the accomplishment of the foregoing. Notwithstanding the termination of this Agreement, Third Party and its Employees shall continue to be bound by the provisions of this Agreement.
6. **Termination:** SSS User may terminate this Agreement upon written notice to Third Party in the event that Third Party breaches the terms of this Agreement; or the College Board terminates its Student Search Service agreement with SSS User.
7. **Data Security Requirements:** Third Party shall use commercially reasonable efforts to secure the SSS Data, including but not limited to:
  - a. Implementing industry standard security to protect the computer systems, network devices and/or the data processed against the risk of penetration or exposure.



- b. Monitoring all service, equipment, and communication links for security breaches, violations and suspicious activity regarding the SSS Data.
- c. Immediately informing SSS User of any incident involving the loss, compromise, suspected compromise, or unauthorized disclosure of the SSS Data. Such notification shall include but not be limited to: (i) the nature of the incident, (ii) the SSS Data disclosed, (iii) the entity that received the unauthorized disclosure, (iv) steps taken by Third Party to mitigate the impact of the incident, and (v) corrective actions that Third Party has taken or plan to take to prevent any future similar incidents.

Additionally, (i) Third Party shall promptly respond to any reasonable request for information from SSS User related to Third Party's data security policies and practices; and (ii) in the event of an actual or suspected data security breach, Third Party agrees to grant access to independent third parties engaged by SSS User to review the incident and/or Third Party's data security policies and controls.

- 8. **Request to Delete SSS Data:** Within three (3) business days of a written request by SSS User, Third Party shall purge certain SSS Data records, and destroy all copies of the same. Upon request, Third Party shall certify in writing to the SSS User that it has satisfied its obligations under this paragraph.
- 9. **Authority.** Each party hereby represents and warrants to the other that it has the requisite authority to enter into and be bound by this Agreement, that entry into this Agreement has been duly authorized and executed by all necessary action, and that entry into this Agreement does not violate any laws, rules or regulations which govern it or any agreements by which it is bound.
- 10. **Assignment.** Third Party shall not assign any right or interest under this Agreement or delegate or subcontract any obligation to be performed or owed under this Agreement.
- 11. **Complete Agreement; Governing Law:** This Agreement constitutes the entire understanding between SSS User and Third Party with respect to the subject matter hereof and supersedes any prior agreements, understandings, negotiations or offers between the SSS User and Third Party. Any modification or amendment of the terms of this Agreement shall not be binding upon either party unless such modification or amendment is in writing signed by both parties. This Agreement shall be construed under the laws of the State of Delaware. In the event that any provision of this



Agreement is deemed invalid or unenforceable, the other provisions of this Agreement shall continue in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the date first specified above.

\_\_\_\_\_  
*Institution Name*

\_\_\_\_\_  
*Vendor Name*

By: \_\_\_\_\_  
*Signature*

By: \_\_\_\_\_  
*Signature*

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_