

Type of Contract:  
Non-Standard Agreement

**WAKE COUNTY PUBLIC SCHOOL SYSTEM**  
**Contract Routing Form 1950**

Fiscal Year (FY): 2021-22

Person to Contact : Julie ward Phone/Email: 919-533-7769

Name of Contract: Duke University ABC Collaboration Amendment

If Change Order - (Amount +/-): \$0 Total Contract Amount: \$0

Board Action: (Required at \$100,000)  Yes  No Board Meeting Date: 8/17/21

Budget Code: N/A

Items of Special Note: Amendment to extend the collaborative partnership with Duke University.  
\_\_\_\_\_  
\_\_\_\_\_

**To be completed by the School or Department required for all contracts \$2,500 and up**  
**INITIAL/DATE THIS FORM AFTER YOU HAVE REVIEWED AND APPROVED THE ATTACHED CONTRACT:**

|  | Initial                         | Date            | Comments |
|--|---------------------------------|-----------------|----------|
| Fiscal Administrator (\$2,500 and up and all MOAs)                                 | <u>TP</u><br><small>DS</small>  | <u>8/4/2021</u> | _____    |
| Budget Manager/Principal (\$2,500 - \$9,999 and All MOAs)                          | <u>BSM</u><br><small>DS</small> | <u>8/4/2021</u> | _____    |
| Assistant Superintendent or Area Superintendent (\$10,000 - \$99,999 and all MOAs) | _____                           | _____           | _____    |
| Superintendent/Chief Officer (\$100,000+ and All MOAs)                             | <u>COM</u><br><small>DS</small> | <u>8/4/2021</u> | _____    |

**To be completed by the Administrative Services required for all contracts \$2,500 and up**

|  | Initial                         | Date             | Comments                          |
|--|---------------------------------|------------------|-----------------------------------|
| Risk Management (Insurance Review)   | <u>GLB</u><br><small>DS</small> | <u>8/6/2021</u>  | <u>Cyber coverage has expired</u> |
| Finance Officer  | <u>MBW</u><br><small>DS</small> | <u>8/4/2021</u>  | _____                             |
| Chief Business Officer (Required ≥ \$100,000)                              | <u>DN</u><br><small>DS</small>  | <u>8/10/2021</u> | _____                             |
| School Board Attorney (As required by the Chief Officer or Superintendent) | _____                           | _____            | _____                             |

Non-standard contract certification - "This instrument has been preaudited in the manner required by the School Budget and Fiscal Control Act. G.S. 115C-441(a)

DocuSigned by:  
Finance Officer Mark B Winters Date 8/4/2021  
A6D8D05FC819464...

POR Approval \_\_\_\_\_

**AMENDMENT #2 TO THE AGREEMENT  
Between  
WAKE COUNTY PUBLIC SCHOOL SYSTEM  
And  
DUKE UNIVERSITY**

**on behalf of its SCHOOL OF MEDICINE and DUKE CLINICAL RESEARCH INSTITUTE**

This Amendment #2 to the Agreement between Wake County Public School System and Duke University on behalf of its School of Medicine and Duke Clinical Research Institute (“**Amendment #2**”), effective on July 31, 2021 (“**Effective Date**”), amends and is incorporated into that same certain agreement fully executed on August 21, 2020, as amended (“**Agreement**”), by the aforementioned parties (together, the “**Parties**”).

**WHEREAS**, the Parties have entered into the Agreement to set forth the terms and conditions for the operation of a COVID-19 scientific analysis board; and

**WHEREAS**, the Parties now mutually desire to further modify the terms of the Agreement.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to the following:

1. Pursuant to Section 3 (Term), the Agreement shall be modified by extending the term for an additional one-year period. The current end date of August 1, 2021, shall be revised to the new end date of August 1, 2022.

All terms and conditions of the Agreement not expressly amended by this Amendment #2 remain in full force and effect.

In the event of any dispute, conflict or ambiguity as between the terms of this Amendment #2 and the Agreement to which it is attached, this Amendment #2 shall control.

All capitalized terms and acronyms terms herein shall have the meanings assigned in the Agreement.

**IN WITNESS WHEREOF**, the Parties intending to be legally bound, have caused their proper and duly authorized officers to execute and deliver this Amendment #2 as of the day and year last signed below.

**WAKE COUNTY BOARD OF EDUCATION**

**DUKE UNIVERSITY**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Keith Sutton

Name: Jennifer McCallister, JD

Title: Board Chair

Title: Assistant Dean, Office of Research Administration

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

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

By: \_\_\_\_\_

Name: Cathy Q. Moore

Title: Superintendent

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

De'id Duke as Recipient

**AGREEMENT FOR DISCLOSURE, TRANSFER, AND SECURITY OF CONFIDENTIAL EDUCATIONAL INFORMATION AND DATA**

This **Agreement for Disclosure and Transfer of Confidential Information and Data** (“**DUA**” or “**Agreement**”) is effective as of the date of the last signature below (“**Effective Date**”) by and between the Wake County Board of Education, located in Cary, North Carolina (“**SCHOOL SYSTEM**”), and Duke University, a tax-exempt research and educational institution located in Durham, North Carolina, acting for and on behalf of its Duke Clinical Research Institute (“**RECIPIENT**”).

**WHEREAS**, SCHOOL SYSTEM agrees to share confidential student data for the purpose of RECIPIENT’s provision of (1) an application (the “**App**”) to fulfill SCHOOL SYSTEM’s state-mandated obligation to provide a covid-19 symptom screening for all individuals prior to entering the school building each day; and (2) scientific analysis services to SCHOOL SYSTEM regarding the prevalence and tracking of covid-19 infections to assist SCHOOL SYSTEM in making informed decisions on SCHOOL SYSTEM operations; and (3) collaborative future research on the impact of COVID-19 on students’ health and academic performance (collectively, the “**Purpose**”); and

**WHEREAS**, RECIPIENT will be provided with, or will have access to this confidential information from SCHOOL SYSTEM, which is confidential under applicable state and federal laws (“**Confidential Information**”).

**NOW, THEREFORE**, the parties hereby agree to the following terms and conditions:

1. **Purpose.** The Agreement sets forth the terms and conditions under which RECIPIENT shall be granted access to the Confidential Information in accordance with the Purpose, including any collaborative future research outlined below in Section 6, and in in order to ensure that the Confidential Information is used and stored appropriately and in compliance with the Family Educational Rights and Privacy Act (“**FERPA**”), 20 U.S.C. 1232g and its implementing regulations at 34 CFR part 99; the Protection of Pupil Rights Amendment (“**PPRA**”), 20 U.S.C. 1232h and its implementing regulations at 34 CFR part 98; the Children’s Online Privacy Protection Act (“**COPPA**”), 15 U.S.C. 6501-6506 and its implementing regulations at 16 CFR part 312; N.C. Gen. Stat. §§ 115C-401.1 and 115C-402; and SCHOOL SYSTEM’s policies. To become or remain a recipient of the Confidential Information, RECIPIENT agrees to comply with the provisions of FERPA, PPRA, COPPA, and all other applicable laws and regulations in all respects.
2. **Confidential Information.** RECIPIENT acknowledges that any data shared and released to RECIPIENT by SCHOOL SYSTEM (Confidential Information) is for the sole Purpose identified above. Confidential Information is defined as any data or information shared with RECIPIENT pursuant to this Agreement, including but not limited to any de-identified data, aggregated data sets, attendance data, personally identifiable information (PII) about students or employees such as student ID numbers, and other student or employee information, including, but not limited to, student or employee data, metadata, and user content. The parties agree that the Confidential Information and all rights to the Confidential Information, including all intellectual property rights, shall remain the exclusive property of SCHOOL SYSTEM, and that RECIPIENT has a limited, nonexclusive, license solely for the Purpose to fulfill its performance obligations outlined in this Agreement.
3. **Use of Confidential Information.** RECIPIENT agrees that it shall treat the student data information it receives in strict confidence and shall not disclose any Confidential Information to any other person, firm or corporation without SCHOOL SYSTEM’s advance written consent, other than those who have a need to know the student data information it receives in order to carry out the Purpose of this Agreement and who are subject to substantially similar confidentiality obligations as those contained in this Agreement. RECIPIENT shall not transfer or sell the Confidential Information to others or attempt to identify or re-identify any individual to whom the Confidential Information relates. All activities conducted by RECIPIENT shall at all times be

limited to institutional functions of SCHOOL SYSTEM that could otherwise be provided by a school official and which SCHOOL SYSTEM is “outsourcing” to RECIPIENT pursuant to 34 CFR 99.31(a)(1)(B). RECIPIENT agrees to use the Confidential Information for no other purpose other than the Purpose indicated above. In no event will RECIPIENT use any of the student data information for its own commercial marketing or advertising purposes, or for the commercial marketing or advertising purposes of any third-party.

**4. Procedures for the Maintenance and Security of Confidential Information**

- a. While in the possession, custody, or control of RECIPIENT, all Confidential Information shall be stored in a secure environment with access limited to the least number of staff needed to complete the Purpose. In particular, maintenance of the Confidential Information on RECIPIENT’s servers will be subject to the following requirements:
  - (i) Personally identifiable data entered into the App will be maintained on servers operated by RECIPIENT and will be accessed only on as needed by RECIPIENT’s staff for purposes of database administration and HelpDesk support for App users.
  - (ii) Specifically designated SCHOOL SYSTEM administrative staff will have access to personally identifiable information obtained from the App via a SCHOOL SYSTEM dashboard.
  - (iii) De-identified data from the app will also be maintained on servers operated by RECIPIENT. De-identified data will be made accessible to RECIPIENT’s statisticians for the purpose of the scientific analysis described in the Purpose listed above.
- b. RECIPIENT shall develop, implement, maintain, and use appropriate administrative, technical, and physical security measures to preserve the confidentiality, integrity, and availability of all electronically maintained or transmitted Confidential Information. Such measures shall include processes for transmission and storage of such data.
- c. RECIPIENT agrees that it will protect the Confidential Information against loss, destruction, and unauthorized uses or disclosures according to industry best practices and no less rigorously than it protects its own confidential information. RECIPIENT agrees to handle any and all Confidential Information using appropriate access control and security, including password-protection and encryption in transport and electronic storage, and periodic auditing of data at rest. Student data information subject to FERPA shall not be emailed in plain text or used for marketing campaigns. RECIPIENT will conduct periodic risk assessments and remediate any identified security vulnerabilities in a timely manner.
- d. RECIPIENT will maintain an access log delineating the date, time, and identity of any person or entity given access to any Confidential Information student records who is not in the direct employ of RECIPIENT. No such access shall be granted except in strict compliance with the terms and conditions of this Agreement and applicable law.

**5. Unauthorized Use or Disclosure.** In the event of any unauthorized use or disclosure, RECIPIENT shall immediately report the incident to SCHOOL SYSTEM and shall provide such other information related to the unauthorized use or disclosure that may be reasonably requested by SCHOOL SYSTEM, including but not limited to:

- (i) The nature of the unauthorized use or disclosure,
- (ii) The data used or disclosed,
- (iii) Who made the unauthorized use or received the unauthorized disclosure,
- (iv) What RECIPIENT has done or shall do to mitigate the effects of the unauthorized use or disclosure, and
- (v) What corrective action RECIPIENT has taken or shall take to prevent future similar unauthorized use or disclosure.

SCHOOL SYSTEM also may require that RECIPIENT provide a written notice of the breach or disclosure, as well as a description of the corrective actions taken, to any SCHOOL SYSTEM student, parent, or employee

directly impacted by the breach or disclosure. Any such notice shall be subject to review and approval by SCHOOL SYSTEM.

6. **Future Research.** RECIPIENT may use the Confidential Information for research purposes only as specifically authorized and consented to in advance in writing by SCHOOL SYSTEM. RECIPIENT will not release any research or publications pertaining to SCHOOL SYSTEMS' Confidential Information without SCHOOL SYSTEM's advance written consent, which will not be unreasonably denied. The parties agree that users of the App who have agreed to be contacted by RECIPIENT about participation in further research studies will be contacted via their preferred contact mechanism (email, call or text) regarding participation in studies for which they may qualify. RECIPIENT agrees that any further research studies involving personally identifiable information will have independent inclusion and exclusion criteria and will require a separate informed consent process by each parent or eligible student (18 years or older). RECIPIENT certifies that any information collected by students or parents for further research purposes will be done pursuant to any required parental/eligible student informed consent process and with IRB approval, as applicable.

The parties understand and agree that future collaborative research may include analyses of App utilization data (e.g. aggregate downloads of the app and survey completion), de-identified participant-collected data, school or district-data (e.g., de-identified aggregate academic achievement, disease prevention and transmission).

7. **Period of Confidentiality.** RECIPIENT's obligations of confidentiality with respect to Confidential Information shall continue in full force and effect for so long as RECIPIENT has possession, custody, or control of any of the Confidential Information or until RECIPIENT returns or destroys the Information pursuant to Section 9 below.
8. **No Additional Use.** RECIPIENT shall use SCHOOL SYSTEM's student data information solely for the Purpose and shall not be entitled to make any other use. No license or additional rights are provided to either party under any patent applications, copyrights, trade secrets, or other proprietary rights of the other party.
9. **Term, Termination, and Post Termination.**
  - a. This Agreement takes effect upon the Effective Date and shall continue in full force and effect for so long as RECIPIENT has possession, custody, or control of any of the Confidential Information.
  - b. SCHOOL SYSTEM may terminate this Agreement at any time at its complete discretion upon thirty (30) calendar days' notice in writing from SCHOOL SYSTEM to RECIPIENT.
  - c. Upon completion of the Purpose or termination of this Agreement, RECIPIENT shall return all Confidential Information to SCHOOL SYSTEM, or at SCHOOL SYSTEM's election, destroy all Confidential Information and provide SCHOOL SYSTEM with written certification of such destruction in accordance with the requirements of FERPA. This Agreement shall terminate upon the return or destruction of the Confidential Information; provided, however, that the obligations of confidentiality set forth herein shall continue as set forth in Article 8 above. No other entity, including any subcontractors of RECIPIENT, shall be authorized to continue possessing or using any Confidential Information following termination. Any student data information remaining on any computers, servers, or other technological devices of RECIPIENT or its employees, agents, or subcontractors, shall be permanently deleted at the time of termination.
  - d. RECIPIENT agrees that all Confidential Information shall be either returned to SCHOOL SYSTEM or destroyed within five (5) years from the Effective Date, unless RECIPIENT receives written consent from the SCHOOL SYSTEM to continue maintaining the Confidential Information for an additional specified period of time.

- 10. **Indemnification.** RECIPIENT shall indemnify, defend and hold harmless SCHOOL SYSTEM and its past, current and future members, agents, and employees from and against all claims, actions, demands, costs, damages, losses, and/or expenses, including reasonable attorney’s fees, asserted by third parties (both government and non-government), arising or resulting from RECIPIENT’s negligence, willful misconduct or breach of this Agreement. This section shall survive the expiration or earlier termination of this Agreement.
- 11. **Governing Law.** This Security Agreement and the rights and obligations of the parties hereto shall be governed by and construed and enforced in accordance with the laws of the State of North Carolina.
- 12. **No Assignment.** This Agreement may not be assigned by either party without the prior written consent of the other.
- 13. **Entire Agreement.** This Agreement represents the entire understanding between the parties, and supersedes all other agreements, express or implied, between the parties as to its subject matter. Any alteration, modification, or amendment to this Agreement must be in writing and signed by authorized representatives of each party.
- 14. **Notices.** Any notice or other communication provided for herein as given to a party hereto shall be in writing, shall refer to this Agreement by parties and date, and shall be delivered by registered mail, return receipt required, postage prepaid to the person listed below or his/her successor. Where feasible, a courtesy copy of the notice shall also be provided by electronic mail.

**If to: RECIPIENT**  
 Office of Research Contracts  
 2200 W. Main Street, Suite 900  
 Durham, NC 27705  
 Attention: Director

**With a copy to:**  
 Duke Clinical Research Institute  
 200 Morris Street  
 Durham, NC 27701  
 Attention: Helen Bristow  
 Email: [hbristow@duke.edu](mailto:hbristow@duke.edu)

**If to: SCHOOL SYSTEM**  
 Brad McMillen  
 Data Research and Accountability Department  
 110 Corning Road  
 Cary, NC 27518  
 Phone: 919-533-7136  
 Email: [bcmillen@wcpss.net](mailto:bcmillen@wcpss.net)

**IN WITNESS WHEREOF**, the parties have signed or caused this Agreement to be signed as of the dates indicated below.

**DUKE UNIVERSITY**

**WAKE COUNTY BOARD OF EDUCATION**

By: \_\_\_\_\_  
 Name: Susan E. Hayden, J.D.  
 Title: Director, Research Program Collaborations  
Office of Research Contracts  
 Date signed: \_\_\_\_\_

By: \_\_\_\_\_  
 Name and Title: Keith Sutton, Board Chair  
 Date signed: \_\_\_\_\_

By: \_\_\_\_\_  
 Name and Title: Cathy Q. Moore, Superintendent  
 Date signed: \_\_\_\_\_

Type of Contract:

Memorandum of Agreement (MOA)

**WAKE COUNTY PUBLIC SCHOOL SYSTEM**  
**Contract Routing Form 1950**

Fiscal Year (FY): 2020-2021

Person to Call for Pick up: Melissa Allen Phone: 919-533-7772

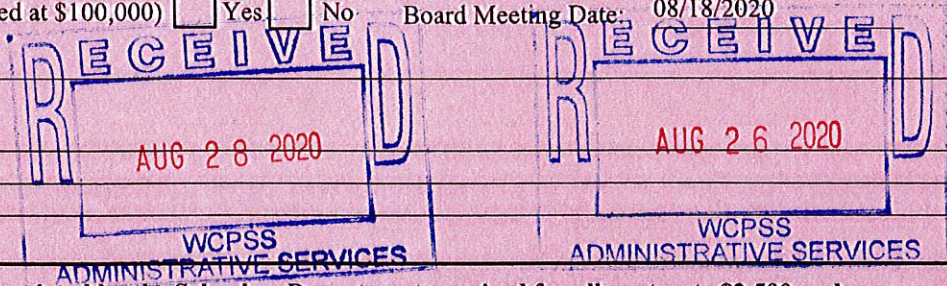
Name of Contract: MOA BETWEEN WCPSS & DUKE UNIVERSITY

If Change Order - (Amount +/-): \_\_\_\_\_ Total Contract Amount: \_\_\_\_\_

Board Action: (Required at \$100,000)  Yes  No Board Meeting Date: 08/18/2020

Budget Code: \_\_\_\_\_

Items of Special Note: \_\_\_\_\_



**To be completed by the School or Department required for all contracts \$2,500 and up**  
**INITIAL/DATE THIS FORM AFTER YOU HAVE REVIEWED AND APPROVED THE ATTACHED CONTRACT:**

|  | Initial    | Date           |
|--|------------|----------------|
| Administrator (\$2,500 - \$9,999 and All MOAs)                                     | <u>MRA</u> | <u>8/21/20</u> |
| Fiscal Administrator (\$2,500 and up and all MOAs)                                 | <u>TP</u>  | <u>8/24/20</u> |
| Assistant Superintendent or Area Superintendent (\$10,000 - \$99,999 and all MOAs) | _____      | _____          |
| Chief Officer (\$100,000+ and All MOAs)  | <u>CSL</u> | <u>8/25/20</u> |

**To be completed by the Administrative Services required for all contracts \$2,500 and up**

|  | Initial    | Date             |
|--|------------|------------------|
| Risk Management (Insurance Review)   | <u>SCB</u> | <u>8/26/20</u>   |
| Finance Officer *  | <u>Ma</u>  | <u>8/26/20</u>   |
| Chief Operating Officer (Required at \$100,000 +)                          | <u>BJ</u>  | <u>8/28/2020</u> |
| School Board Attorney (As required by the Chief Officer or Superintendent) | _____      | _____            |

Comments: \_\_\_\_\_

\* "This instrument has been preaudited in the manner required by the School Budget and Fiscal Control Act." G.S. 115C-441(a).

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**AGREEMENT  
BETWEEN WAKE COUNTY PUBLIC SCHOOL SYSTEM  
AND DUKE UNIVERSITY on behalf of its SCHOOL OF MEDICINE and DUKE CLINICAL  
RESEARCH INSTITUTE**

WHEREAS, in the midst of the COVID-19 pandemic, great uncertainty exists regarding the appropriate metrics to determine the safest course of action for reopening schools; and

WHEREAS, the Duke University School of Medicine and Duke Clinical Research Institute (hereinafter "Duke") have experience in operating scientific boards to provide standardized data to hospitals and other non-profit organizations to enable those entities to make informed operating decisions based on national, state, and local epidemiology research; and

WHEREAS, Duke has identified physicians and researchers willing to serve on a COVID-19 scientific analysis board for the Board of Education to the Wake County Public Schools System (hereinafter "WCPSS"); and

WHEREAS, the COVID-19 scientific analysis board will summarize and educate on COVID-19 research and provide WCPSS with standardized COVID-19 data to enable WCPSS to make informed decisions regarding school reopening plans; and

WHEREAS, WCPSS desires the assistance of a COVID-19 scientific analysis board;

NOW THEREFORE, in consideration of the mutual promises set forth in this Agreement, the parties do hereby mutually agree as follows:

**1. Responsibilities of Duke**

- a) Appoint a multi-disciplinary group of seven (7) individuals to serve as the COVID-19 Scientific Analysis Board ("SAB") for WCPSS to complete the following objectives:
  - a. Assemble, synthesize, and summarize COVID-19 data from a variety of sources, including scientific articles, infection rates by county, communications from government leaders and agencies, and the WCPSS Student Data described in Data, Confidentiality and Security Agreement for Service Providers with WCPSS, to be entered into prior to the collection or sharing of any student information,
  - b. Present summaries of relevant research and federal, state, local, and WCPSS data to members of the WCPSS Board of Education;
  - c. Provide standardized COVID-19 related data to WCPSS to inform WCPSS' re-opening approaches (remote, in-person learning, hybrid); and
  - d. Provide feedback on WCPSS re-opening plans based on standardized data.

- b) Appoint a SAB Liaison to organize weekly meetings, maintain meeting minutes, and draft timelines for mutually approved SAB projects.
- c) Appoint a SAB Data Manager to work with WCPSS staff to collect the WCPSS Student Data described in Data, Confidentiality and Security Agreement for Service Providers Use Agreement with WCPSS.
- d) All standardized data and educational services provided by Duke via the SAB shall at all times be analyzed. At no time will Duke direct the institutional functions of WCPSS, and WCPSS remains solely responsible for all WCPSS official functions and decision-making.

**2. Responsibilities of WCPSS**

- a) Appoint a designated WCPSS staff member to work in collaboration with the SAB Data Manager to timely provide the WCPSS Student Data described in Data, Confidentiality and Security Agreement for Service Providers Use Agreement with WCPSS.
- b) Timely provide WCPSS' proposed options for reopening and operating plans to the SAB in advance of Board of Education meetings.
- c) Continue to perform all WCPSS institutional responsibilities, including decision-making for the WCPSS district.

**3. Term.** The term of this MOA shall be from the date of the last signature below until August 1, 2021 unless sooner terminated as provided herein. This MOA may be renewed for a subsequent one year term upon the mutual written agreement of the parties.

**4. Termination.** Either party may terminate this MOA at any time upon twenty (20) calendar days' notice in writing to the other party prior to the date of termination.

**5. Student Data/ Confidentiality of Student Information.**

- a) Duke agrees to enter into a Data, Confidentiality and Security Agreement for Service Providers Use Agreement with WCPSS and further agrees to comply with the provisions of the Family Educational Rights and Privacy Act ("FERPA) and all other applicable laws and regulations in all respects regarding Duke's access to and use of WCPSS Student Data.
- b) Duke shall not forward to any person or entity any WCPSS Student Data or personally identifiable information derived from WCPSS Student Data (including, but not limited to, the student's identity) without the written consent of WCPSS.
- c) Upon termination of the Data Use Agreement, Duke shall return to WCPSS all Student Data or personally identifiable information obtained by Duke while providing services under this MOA. Nothing in this MOA gives Duke any right to continuing access of WCPSS Student Data or personally identifiable information.

- d) Duke shall develop, implement, maintain, and use appropriate administrative, technical, and physical security measures to preserve the confidentiality, integrity, and availability of all electronically maintained or transmitted WCPSS Student Data. Such measures shall include processes for transmission and storage of such data
- e) In no event will Duke use any of the Student Data for its own commercial marketing or advertising purposes, or for the commercial marketing or advertising purposes of any third-party.
- f) In the event of any unauthorized use or disclosure, Duke shall immediately report the incident to WCPSS and shall provide such other information related to the unauthorized use or disclosure that may be reasonably requested by WCPSS.
- g) Duke may use de-identified, aggregated Student Data for research purposes only as specifically authorized and consented to in advance in writing by WCPSS. Any such de-identified data will have all direct and indirect personal identifiers removed, including, but not limited to, name, ID numbers, date of birth, demographic information, location information, and school ID. Duke agrees not to attempt to re-identify any de-identified data and not to transfer de-identified data to any other party without WCPSS's express written consent.
- h) Duke will not release any research or publications pertaining to WCPSS's Student Data without WCPSS's advance written consent, which will not be unreasonably denied.

6. **Insurance.** Duke agrees to maintain Cyber Liability coverage with Wake County Board of Education named as the certificate holder – for evidence only. Certificates of such insurance shall be furnished by Duke to the School System and shall contain an endorsement or similar policy language to provide the School System at least 10 days' written notice of any intent to cancel or terminate by either Duke or the insuring company. Failure to furnish insurance certificates or maintain such insurance shall be a default under this Agreement and shall be grounds for immediate termination of this Agreement.
7. **Applicable Board of Education Policies.** Duke acknowledges that the Wake County Board of Education has adopted policies governing conduct on Board property and SAB members agree to abide by any and all relevant WCPSS policies.
8. **Relationship of Parties.** The parties agree that nothing herein shall be construed as creating a partnership or joint venture; nor shall any employee of Duke be construed as an employee, agent, or principal of WCPSS.
9. **Notices.** All notices, reports, records, or other communications which are required or permitted to be given to the parties under the terms of this Agreement shall be sufficient in

all respects if given in writing and delivered in person, by confirmed facsimile transmission, by overnight courier, or by registered or certified mail, postage prepaid, return receipt requested, to the receiving party at the following address:

If to DUKE:

Name Donna Parker

Title Project Leader

Address 300 W. Morgan Street, Suite 800

Telephone 919.668.8282

Email [donna.l.parker@duke.edu](mailto:donna.l.parker@duke.edu)

If to SCHOOL SYSTEM:

Name: Brad McMillen

Title: Data Research and Accountability Department

Address: 110 Corning Road, Cary, NC

Telephone: 919-533-7136

Email: [bmcmillen@wcpss.net](mailto:bmcmillen@wcpss.net)

- 10. Responsibility.** Duke shall be responsible for all claims, actions, demands, costs, damages, losses, and/or expenses of any kind whatsoever proximately resulting from a material breach of the Data Use Agreement or any unauthorized use or disclosure of the WCPSS Student Data by Duke or its subcontractors.

WCPSS shall to the extent permitted by law be responsible for all third party claims, actions, demands, costs, damages, losses, and/or expenses of any kind whatsoever proximately related to the operating decisions of WCPSS during the COVID-19 pandemic.

- 11. Waiver of Warranties.** DUKE EXPRESSLY WAIVES AND DISCLAIMS ANY AND ALL WARRANTIES OF ANY NATURE, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, RELATING TO ANY DATA PROVIDED TO WCPSS AND IS NOT RESPONSIBLE OR LIABLE FOR ANY ACT OR FAILURE TO ACT WITH RESPECT TO THE DATA EXCEPT WITH RESPECT TO DUKE'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

- 12. Agreement.** This Agreement constitutes and expresses the entire agreement and understanding between the parties concerning its subject matter. This Agreement supersedes all prior and contemporaneous discussions, promises, representations, agreements and understandings relative to the subject matter of this Agreement. This Agreement may be amended only by written amendments duly executed by and between the parties.

- 13. Governing Law.** This Agreement and the rights and obligations of the parties hereto shall be governed by and construed and enforced in accordance with the laws of the State of North Carolina.

**14. Counterparts and Execution.** This Contract may be executed in any number of counterparts, each of which shall be deemed an original but all of which together will constitute one and the same agreement. The Parties agree that scanned, faxed, and/or electronically transmitted copies of this Contract will have the same validity and force as an original, and that scanned, faxed, or electronic signatures shall be deemed original signatures for purposes of this Contract and given the same legal effect as original signatures.

**15. No Third Party Beneficiaries.** Nothing in this Agreement shall confer upon any person other than the Parties any rights, remedies, obligations, or liabilities whatsoever.

**16. Survival.** Sections 7, 8, 9, 11 and 12 survive the termination or expiration of this Agreement.

IN WITNESS WHEREOF, the parties intending to be legally bound, have caused their proper and duly authorized officers to execute and deliver this Agreement as of the day and year last signed below.

WAKE COUNTY BOARD OF EDUCATION

By: 

Keith Sutton, Board Chair

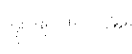
Date: Aug 29, 2020

By: 

Cathy Q. Moore, Superintendent

Date: Aug 20, 2020

DUKE UNIVERSITY

  
Jennifer McCallister  
cn=Jennifer McCallister,  
o=Duke University,  
ou=Assistant Dean, Office  
of Research  
Administration,  
email=jennifer.mccallister  
@duke.edu, c=US  
2020.08.21 13:10:38 -04'00'

By: \_\_\_\_\_

Name, Title

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



# CERTIFICATE OF LIABILITY INSURANCE

7/1/2021

DATE (MM/DD/YYYY)  
8/18/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

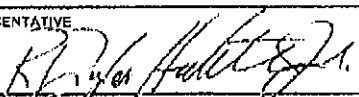
|   |  |   |  |
|---|--|---|--|
| <b>PRODUCER</b> Lockton Companies<br>3280 Peachtree Road NE, Suite #250<br>Atlanta GA 30305<br>(404) 460-3600   |  | <b>CONTACT NAME:</b><br><b>PHONE (A/C, No, Ex):</b><br><b>FAX (A/C, No):</b><br><b>E-MAIL ADDRESS:</b>  |  |
| <b>INSURED</b><br>1481616 Duke University Health System<br>and Private Diagnostic Clinic, PLLC<br>and Duke University MPL<br>615 Douglas Street, Suite 700<br>Durham NC 27705 |  | <b>INSURER(S) AFFORDING COVERAGE</b><br><b>INSURER A:</b> Underwriters at Lloyds of London<br><b>INSURER B:</b><br><b>INSURER C:</b><br><b>INSURER D:</b><br><b>INSURER E:</b><br><b>INSURER F:</b> |  |
|   |  | <b>NAIC #</b><br>10736  |  |

**COVERAGES**                      **CERTIFICATE NUMBER:** 16916971                      **REVISION NUMBER:** XXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE  | ADDL SUBR INSD. WVD.   | POLICY NUMBER  | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS   |                   |
|----------|--|--|----------------|-------------------------|-------------------------|--|-------------------|
|          | <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER:                         |  | NOT APPLICABLE |                         |                         | EACH OCCURRENCE \$ XXXXXXX<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ XXXXXXX<br>MED EXP (Any one person) \$ XXXXXXX<br>PERSONAL & ADV INJURY \$ XXXXXXX<br>GENERAL AGGREGATE \$ XXXXXXX<br>PRODUCTS - COMP/OP AGG \$ XXXXXXX<br>\$ |                   |
|          | <b>AUTOMOBILE LIABILITY</b><br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY<br><input type="checkbox"/> AUTOS ONLY |  | NOT APPLICABLE |                         |                         | COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXXX<br>BODILY INJURY (Per person) \$ XXXXXXX<br>BODILY INJURY (Per accident) \$ XXXXXXX<br>PROPERTY DAMAGE (Per accident) \$ XXXXXXX<br>\$  |                   |
|          | <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR<br><b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE<br><input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$   |  | NOT APPLICABLE |                         |                         | EACH OCCURRENCE \$ XXXXXXX<br>AGGREGATE \$ XXXXXXX<br>\$ XXXXXXX   |                   |
|          | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below  | <input type="checkbox"/> Y <input checked="" type="checkbox"/> N/A | NOT APPLICABLE |                         |                         | PER STATUTE <input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$ XXXXXXX<br>E.L. DISEASE - EA EMPLOYEE \$ XXXXXXX<br>E.L. DISEASE - POLICY LIMIT \$ XXXXXXX  |                   |
| A        | Cyber  | N  | N              | B0713MEDTE201523        | 7/1/2020                | 7/1/2021   | Limits: \$5M/\$5M |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101. Additional Remarks Schedule, may be attached if more space is required)

|  |  |
|--|--|
| <b>CERTIFICATE HOLDER</b><br>16916971<br>Wake County Public School System<br>5625 Dillard Drive<br>Cary NC 27518 | <b>CANCELLATION</b><br>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br><br>AUTHORIZED REPRESENTATIVE<br> |
|--|--|

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