



Addendum to School Photography Agreement

This Addendum to School Photography Agreement is effective as of September 1, 2018 and amends each School Photography Agreement by and between **Lifetouch National School Studios Inc.** (“Lifetouch”) and any school within the Berlin Public School District (the “District”) for the 2018 – 2019 and subsequent school years (collectively the “Agreement”).

WHEREAS, in order for Lifetouch to provide efficient production and delivery of school portraits to one or more schools within the District, certain basic student information from student records is necessary; and

WHEREAS, Lifetouch may also, from time to time, operate one or more Internet websites, online services or mobile applications used by school administrators and/or the school yearbook staff for school purposes and which may collect, maintain or use Student Information (each a “School Purpose Site”); and

WHEREAS, the following terms and conditions reflect Lifetouch’s commitment to meet the requirements of all applicable federal and state laws, regulations and district policies.

NOW, THEREFORE, the following terms and conditions are incorporated in the Agreement by reference.

Definitions. As used in this Addendum, “Student Information” shall have the meaning assigned to the term in *An Act Concerning Student Data Privacy*, Public Law 16-189 (the “Act”).

1. **Ownership and Control of Student Information.** As between Lifetouch and the District, Student Information and Student-generated content in Lifetouch’s custody (if any) shall continue to be the property of and under the control of the District.
2. **Deletion on Demand.** Lifetouch will securely delete Student Information upon written request of an authorized District or School Board official, and will provide written certification of completion as requested. Requests may be directed to the District’s Lifetouch representative and/or by sending an email to privacyoffice@lifetouch.com.
3. **Limited Use.** Lifetouch will not use Student Information for any purposes other than to provide the school photography and/or yearbook products and services identified in the School Photography Agreement. Without limiting the foregoing and except to the extent reasonably necessary and expressly allowed pursuant to the Act, in operating a School Purpose Site, Lifetouch will not use Student Information:
 - a. to engage in targeted advertising;
 - b. for purposes other than the furtherance of the associated School Purpose;
 - c. to sell, rent or trade Student Information; or
 - d. to disclose Student Information except as provided in the Act.

4. **Student/Parent Access to Records.** Student Information hosted by a School Purpose Site, if any, remains under the control of the school official who has administrative rights over the information. A student, parent or legal guardian of a student may review personally identifiable information contained within a School Purpose Site (and correct erroneous information, if any) by coordinating with Lifetouch through the appropriate school administrator or yearbook advisor.
5. **Data Security.** Lifetouch has implemented and will maintain appropriate physical, technical and administrative security procedures and practices that meet or exceed industry standards and are designed to protect Student Information from unauthorized access, destruction, use, modification or disclosure.
6. **Breach Notification.** Lifetouch shall report to the District and to the parent or guardian of any affected student in the event of a breach of security that results in the unauthorized disclosure or acquisition of Student Information. Lifetouch will provide such report without unreasonable delay, but not more than thirty days after discovery of the event. Following investigation of the event, Lifetouch will take reasonable corrective action designed to prevent future similar unauthorized use or disclosure.
7. **Record Retention.** Lifetouch retains Student Information only as necessary and permissible to promote the sale of portraits to parents, to retrieve the images to supply picture orders for the current school year and to support the school for an approved administrative purpose. Once such data is no longer needed for these purposes, it is securely destroyed, unless a parent or legal guardian or nonminor student chooses to establish or maintain an account with Lifetouch to store such information for a longer period. While retained, images remain under Lifetouch's control and treated as confidential information.
8. **Compliance.** Lifetouch acknowledges its obligations as a service provider to schools for student and staff photography pursuant to the federal Family Educational Rights and Privacy Act, 20 U.S.C. §1232g and its implementing regulations, 34 CFR part 99 (FERPA). As such, Lifetouch affirms that it has a legitimate need for certain Student Information to provide photographic services and products for the school's administrative needs. The school retains the authority to control Lifetouch's use of Student Information, including the right to require the return or destruction of any Student Information provided to Lifetouch at any time.
9. **Governing Law.** The laws of the state of Connecticut shall govern the rights and duties of Lifetouch hereunder.
10. **Invalidity.** If any provision of the contract or the application of the contract is held invalid by a court of competent jurisdiction, the invalidity does not affect other provisions or applications of the contract which can be given effect without the invalid provision or application.

Lifetouch National School Studios Inc.

A handwritten signature in black ink, appearing to read 'TMS' followed by a stylized flourish.

By: Thomas Wargolet
Title: Executive Vice President and Chief Operating Officer