

Colorado Addendum to Use Agreement
Acadience™ Data Management
<https://acadiencelarning.net/>



Directions:

1. Complete the Acadience™ Data Management Use Agreement according to the directions specified within that document.
 2. Print this agreement and have the Customer’s Authorized Representative sign page 2 after reading and agreeing to the terms.
 3. Fax both pages of this addendum to **866-211-1450**, or e-mail to info@acadiencelarning.org
- Or send to:
Dynamic Measurement Group, Inc.
859 Willamette St., Suite 320
Eugene, OR 97401
-

RECITALS:

- A. DMG and Customer are entering into that certain Acadience™ Data Management Use Agreement (“Use Agreement”), which is governed by C.R.S. §§22-16-101 *et seq.*, as those laws exist on the date of DMG’s signature set forth below (“Colorado Student Privacy Laws”).
- B. The Use Agreement, as modified by this Colorado Addendum to Use Agreement (“Addendum”), is intended to comply with the Colorado Student Privacy Laws.
- C. Capitalized terms used, but not otherwise defined herein, will have the meaning assigned to them in the Use Agreement.

ADDENDUM:

1. DMG will not disclose Customer Data containing PII to a subcontractor unless the subcontractor contractually agrees to comply with C.R.S. §§22-16-108 through 22-16-111. For purposes of this Section 1, “subcontractor” means a person or entity engaged by DMG to perform, or to assist DMG in performing, any of DMG’s obligations to Customer under the Use Agreement, including this Addendum.
2. DMG will notify Customer of the date upon which all Customer Data containing PII is destroyed.
3. DMG has prepared and posted clear information that is understandable by a layperson at https://acadiencelarning.net/how_pii_is_used.php explaining: (a) the data elements of Customer Data containing PII that DMG collects; (b) the learning purpose for which DMG collects Customer Data containing PII; and (c) how DMG uses and shares Customer Data containing PII. DMG will update the information as necessary to maintain its accuracy.
4. If it is determined that the Use Agreement, including this Addendum, fails to include a provision that is required by the Colorado Student Privacy Laws, or if it is determined that the Use Agreement, including this Addendum, includes a provision that violates the Colorado Student Privacy Laws, the Use Agreement will be construed as if that provision had been included or not included (as the case may be) such that the Use Agreement complies in all respects with the Colorado Student Privacy Laws.

[signature page to follow]

ACCEPTED and AGREED to by DMG effective as of **October 15, 2018**, by:

/s/ Roland Good

Roland H. Good, Ph.D., President
Dynamic Measurement Group, Inc.
859 Willamette St., Suite 320
Eugene, OR 97401

phone: 541-431-6931
fax: 866-211-1450
e-mail: info@acadiencelearning.org

AGREED to by the undersigned Customer on _____, 20____.
(Month and Day) (Year)

CUSTOMER:

(Print name of Customer School District, Private School, or Multi-School Agency)

(Signature of Customer's Authorized Representative)

(Print Name of Representative)

(Title of Representative)

If you have questions, please e-mail us at info@acadiencelearning.org.

Agreement Version: 2018-10-15co