

Oklahoma Department of Securities Invest Ed® Terms of Service Agreement

The investedok.org site (the “Site”) is operated by the Oklahoma Department of Securities (“Department”) and is utilized to implement its *Students Tracking and Researching the Stock Market* program (“STARS program”). In connection with the STARS program, the Department supports the processes of managing student, class, and school data, and it is committed to the highest standards of protection for all non-public information and personally identifiable information (“PII”) (collectively, “Data”). Through the execution of this Agreement between the Department and _____ (“School”), the Department is considered to be a “school official”ⁱ for purposes of the Family Education Rights and Privacy Act (“FERPA”), 20 U.S.C. 1232g, *et seq.*, thereby allowing the Department to collect and utilize “education records”ⁱⁱ for purposes of the STARS program.

The Department generally agrees that it shall not collect or use education records for any purpose other than in connection with the implementation of the STARS program. Except as required by law, the Department shall not sell, disclose, or share education records with any third party unless permitted by the terms of this Agreement.

Data Collection and Use

Definition

Data includes, but is not limited to, student data, metadata, and user content.

Data collected, if provided

During the user’s visit to the Site and participation in the STARS program, the following Data may be collected:

1. The user’s email address and contents of any email.
2. Information volunteered in response to a survey.
3. Information volunteered through an online form or educational program that may include, but not be limited to, the following:
 - Name, email address, school, grade level;
 - Education course identification;
 - Risk tolerance assessments and education assessments;

- Message board communications;
- Company and stock research data;
- Selection of securities for an online market portfolio simulation;
- Reports submitted as part of the Invest Ed® STARS high school educational program;
- Registration information for training courses; and
- Contact information including phone number and school mailing address.

The Department must keep all records submitted to it for specified time periods in accordance with records retention schedules required and approved by the State of Oklahoma; these schedules may change from time to time. If a user chooses to provide Data by participating in the STARS program, the Department will store this information in a secure manner.

Modification

The Department will not change how Data is collected, used, or shared under the terms of this Agreement in any way without advance notice to and consent from the School.

Use of Data

Data collected through the Site is used solely to implement the STARS program. The Department may be required to disclose information in response to subpoenas, court orders, or to otherwise comply with the law as described below. The Department also may share Data collected with other entities who will perform services on behalf of the Department in connection with the STARS program (“Service Providers”) and who have agreed to maintain the confidentiality of the education records to the same extent required of the Department under this Agreement.

The Department is prohibited from mining Data for any purposes other than those agreed to by the parties. Data mining or scanning of user content for the purpose of advertising or marketing to students or their parents is prohibited.

De-Identified Data

The Department may use de-identified Data for product development, research, or other purposes. De-identified Data will have all direct and indirect personal identifiers removed. This includes, but is not limited to, name, ID numbers, demographic information, location information and school ID. Furthermore, the Department agrees not to attempt to re-identify de-identified Data and not to transfer de-identified Data to any party unless that party agrees not to attempt re-identification.

Public Access to Information

The School understands that the Department will rely on one or more Service Providers to perform services under this Agreement. The Department agrees to share the names of these Service Providers with the School upon request. All Service Providers and successor entities will be subject to the terms of this Agreement.

Except as required by law, the Department will ensure that all Data in its possession and in the possession of any Service Providers or agents to which the Department may have transferred Data, is destroyed according to record retention schedules.

In the State of Oklahoma, laws exist to ensure and facilitate the public's right of access to and review of government records. At the same time, there are statutory exceptions to the public's right to access government records in order to protect the privacy interests of individuals. Exceptions are provided by both state and federal laws.

As a public agency, all of the Department's records are governed by the [*Oklahoma Open Records Act*](#), Okla. Stat. tit. 51, §§ 24A.1 – 24A.30, and Section 1-607 of the [*Oklahoma Uniform Securities Act of 2004*](#), Okla. Stat. tit. 71, §§ 1-101 – 1-701. As a result, information collected through use of the Site may be public information and subject to inspection and copying by members of the public if not otherwise protected by federal or state law.

The Department will notify the School within a reasonable period of time upon receipt of a request for access or review of the government records relating to this Agreement.

Any Data collected by the Department pursuant to this Agreement will be made available to the School upon its request.

Security

All Data is stored in a secure manner on a password-protected server maintained by the Department.

The Department has taken steps to safeguard the integrity of the Data and prevent unauthorized access to the information it maintains. These measures are designed and intended to prevent corruption of data and to block unknown or unauthorized access to the Department's systems and information.

If the Department experiences a security breach concerning any education record covered by this Agreement, the Department will immediately notify the School and take immediate steps to limit and mitigate such security breach to the extent possible. The parties agree that any breach of confidentiality obligation set forth herein may, at the School's discretion, result in cancellation of this Agreement.

IN WITNESS WHEREOF, the parties, or their authorized representatives, have executed this Agreement as set forth below.

THE OKLAHOMA DEPARTMENT OF SECURITIES

Melanie Hall, Administrator

Date

SCHOOL

Printed Name and Title

School Name

Signature

Date

ⁱ (a) An educational agency or institution may disclose personally identifiable information from an education record of a student without the consent required by § 99.30 if the disclosure meets one or more of the following conditions:

(1)(i)(A) The disclosure is to other school officials, including teachers, within the agency or institution whom the agency or institution has determined to have legitimate educational interests.

(B) A contractor, consultant, volunteer, or other party to whom an agency or institution has outsourced institutional services or functions may be considered a school official under this paragraph provided that the outside party—

- (1) Performs an institutional service or function for which the agency or institution would otherwise use employees;
- (2) Is under the direct control of the agency or institution with respect to the use and maintenance of education records; and
- (3) Is subject to the requirements of § 99.33(a) governing the use and redisclosure of personally identifiable information from education records.

34 C.F.R. § 99.31

ii (A) ... “Education records” means, except as may be provided otherwise in subparagraph (B), those records, files, documents, and other materials which--

- (i) contain information directly related to a student; and
- (ii) are maintained by an educational agency or institution or by a person acting for such agency or institution.

(B) The term “education records” does not include--

- (i) records of instructional, supervisory, and administrative personnel and educational personnel ancillary thereto which are in the sole possession of the maker thereof and which are not accessible or revealed to any other person except a substitute;
- (ii) records maintained by a law enforcement unit of the educational agency or institution that were created by that law enforcement unit for the purpose of law enforcement;
- (iii) in the case of persons who are employed by an educational agency or institution but who are not in attendance at such agency or institution, records made and maintained in the normal course of business which relate exclusively to such person in that person's capacity as an employee and are not available for use for any other purpose; or
- (iv) records on a student who is eighteen years of age or older, or is attending an institution of postsecondary education, which are made or maintained by a physician, psychiatrist, psychologist, or other recognized professional or paraprofessional acting in his professional or paraprofessional capacity, or assisting in that capacity, and which are made, maintained, or used only in connection with the provision of treatment to the student, and are not available to anyone other than persons providing such treatment, except that such records can be personally reviewed by a physician or other appropriate professional of the student's choice.

20 U.S.C.A. § 1232g(a)(4)