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Caitlin D. Davis  
Commissioner

Christine M. Brennan  
Deputy Commissioner

STATE OF NEW HAMPSHIRE  
Department of Education  
25 Hall Street  
Concord, NH 03301  
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August 5, 2025

Her Excellency, Governor Kelly A. Ayotte  
and the Honorable Council  
State House  
Concord, New Hampshire 03301

**REQUESTED ACTION**

Authorize the New Hampshire Department of Education to enter into a contract with Cambium Assessment, Inc. (VC#312233) Arlington, VA in an amount not to exceed \$809,756 to construct, administer, and report out the digital United States Citizenship and Immigration Services test, which is a requirement for high school graduation under RSA 189:11, effective upon Governor and Council approval through June 30, 2029. 100% Education Trust Funds.

Funds are available in the following account for Fiscal Years 2026 and 2027 and are anticipated to be available in Fiscal Years 2028 and 2029, with the authority to adjust budget line items within the price limitation and encumbrances between Fiscal Years through the Budget Office if needed and justified.

06-56-56-560040-34780000 STATE TESTING

Fiscal Year	Class/Account	Class Title	Amount
2026	102-500731	State Testing	\$196,840
2027	102-500731	State Testing	\$200,511
2028	102-500731	State Testing	\$204,274
2029	102-500731	State Testing	\$208,131
TOTAL			\$809,756

**EXPLANATION**

The New Hampshire Department of Education (NHED) is requesting a contract with Cambium Assessment, Inc. (CAI) to construct, administer, and report out the digital United States Citizenship and Immigration Services test, which is a requirement for high school graduation under RSA 189:11.

Her Excellency, Governor Kelly A. Ayotte  
and the Honorable Council  
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A request for proposals (RFP) was posted on both the NHED and Department of Administrative Services (DAS) website from March 11, 2025, through April 18, 2025. Two proposals were received and scored. Cambium Assessment, Inc. (CAI) received the highest Technical Proposal score and submitted the lowest price proposal, resulting in the highest overall score for the RFP. CAI is the current state contractor for the general state assessment system in mathematics, English language arts, and science and their platform and tools are familiar to New Hampshire schools, leaders, and students. The NHED sought a contractor that had extensive experience with New Hampshire assessments and data systems. The NHED has worked with CAI for over eight years on the development, administration, and reporting of state assessments for New Hampshire's students and schools. Utilizing the current systems in place for the state assessment system allows the state to save significantly on the overall cost of implementing and administering a new assessment.

The Civics test will be administered through the statewide assessment platform Test Information Distribution Engine (TIDE), which is owned by Cambium. Cambium currently administers the NH State Assessment System (NHSAS) through TIDE; the platform is familiar to teachers and school administrators. Administering the Civics test through TIDE will reduce the training necessary for test administrators and test coordinators in the field. The system is set up to receive New Hampshire school data files and has a full suite of reporting tools at a school, district, and state level, as well as a family portal where students and parents can directly view their assessment scores. The reporting features within TIDE will also enable schools to directly meet the reporting requirements under RSA 189:11.

The NHED has determined that the vendor is in good standing with the Secretary of State's Office, has secured the required levels of insurance, and has provided evidence of authority to execute and be bound by the contract. The NHED also requested and received approval from the Commissioner of Department of Information Technology, DoIT No. #2026-012. Documents supporting these assertions are available at the agency, for review upon request.

Respectfully submitted,



Caitlin D. Davis  
Commissioner of Education

**Attachment A**  
 Bid Scoring Summary Sheet  
 USCIS Civics Assessment

Proposed Price		\$1,378,072	\$971,841
Criteria for Evaluation and Scoring	Potential Points	Pearson	Cambium
<b>Assessment Platform</b> Vendor must be able to provide a platform for administering a digital version of the 2020 USCIS test to students enrolled in grades 9 – 12.	30	28	29
<b>Rostering System</b> Vendor must be able to provide a rostering system that allows for data uploads from the Agency.	20	19	19
<b>Accommodations and Accessibility</b> Vendor must have a system for allowing and providing standard accommodations for students with Individualized Education Programs (IEPS) and 504s.	20	17	18
<b>Reporting System</b> Vendor must have a reporting system that allows for immediate score reporting to students and teachers upon completion of the assessment. The reporting system must also provide, to the Agency, student and item-specific data, as well as school and district aggregate performance. Finally, the reporting system must provide a dashboard so that schools can track who has or has not passed the test.	20	19	17
<b>Maintenance Plan</b> Vendor must have an annual maintenance plan to identify and update any questions that may change during the course of a school year, based upon elections, changes in statute, etc.	10	8	9
PRICE PROPOSAL MAXIMUM POINTS	25	15	22
Points Awarded/Potential Points		106/125	114/125

Name of Reviewers	Title
Dr. Nate Greene	Bureau Administrator, Assessment and Accountability
David Harrison	State Testing Monitor and Security Specialist
Kristen Crawford	State Assessment Administrator

**Review Process**

Scoring was done independently by each of the three reviewers, who have extensive background and experience with New Hampshire's assessment systems. The final scores represent a least-rounded average of each reviewers individual scores.

**FORM NUMBER P-37 (version 2/23/2023)**

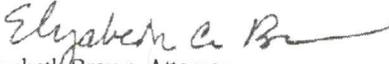
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

The State of New Hampshire and the Contractor hereby mutually agree as follows:

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name New Hampshire Department of Education (NHED)		1.2 State Agency Address 25 Hall Street Concord, NH 03301	
1.3 Contractor Name Cambium Assessment, Inc.		1.4 Contractor Address 4200 Wilson Blvd. Suite 610 Arlington, VA 22203	
1.5 Contractor Phone Number 202-926-2799	1.6 Account Unit and Class See Exhibit C	1.7 Completion Date June 30, 2029	1.8 Price Limitation \$809,756
1.9 Contracting Officer for State Agency Nathaniel Greene, Administrator		1.10 State Agency Telephone Number 603-573-6556	
1.11 Contractor Signature  Date: 07/17/25		1.12 Name and Title of Contractor Signatory Christopher Lowe, Sr. Director, Assessment Contracts	
1.13 State Agency Signature  Date: 8/21/2025		1.14 Name and Title of State Agency Signatory Caitlin Davis, Commissioner of Education	
1.15 Approval by the N.H. Department of Administration, Division of Personnel <i>(if applicable)</i>  By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) <i>(if applicable)</i>   By: Elizabeth Brown, Attorney On: 8/21/2025			
1.17 Approval by the Governor and Executive Council <i>(if applicable)</i>  G&C Item number: _____ G&C Meeting Date: _____			

Contractor Initials: 

Date: 07/17/25

**2. SERVICES TO BE PERFORMED.** The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT B which is incorporated herein by reference ("Services").

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed.

3.3 Contractor must complete all Services by the Completion Date specified in block 1.7.

**4. CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

**5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.**

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8. The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance

hereof, and shall be the only and the complete compensation to the Contractor for the Services.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 The State's liability under this Agreement shall be limited to monetary damages not to exceed the total fees paid. The Contractor agrees that it has an adequate remedy at law for any breach of this Agreement by the State and hereby waives any right to specific performance or other equitable remedies against the State.

**6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/EQUAL EMPLOYMENT OPPORTUNITY.**

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws and the Governor's order on Respect and Civility in the Workplace, Executive order 2020-01. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of age, sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.

6.3 No payments or transfers of value by Contractor or its representatives in connection with this Agreement have or shall be made which have the purpose or effect of public or commercial bribery, or acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business.

6.4. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with this Agreement and all rules, regulations and orders pertaining to the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 The Contracting Officer specified in block 1.9, or any successor, shall be the State's point of contact pertaining to this Agreement.

Contractor Initials: RL

Date: 07/17/25

## 8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

- 8.1.1 failure to perform the Services satisfactorily or on schedule;
- 8.1.2 failure to submit any report required hereunder; and/or
- 8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) calendar days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) calendar days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

## 9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) calendar days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) calendar days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. In addition, at the State's discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

## 10. PROPERTY OWNERSHIP/DISCLOSURE.

10.1 As used in this Agreement, the word "Property" shall mean all data, information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

10.2 All data and any Property which has been received from the State, or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

10.3 Disclosure of data, information and other records shall be governed by N.H. RSA chapter 91-A and/or other applicable law. Disclosure requires prior written approval of the State.

**11. CONTRACTOR'S RELATION TO THE STATE.** In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

## 12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.

12.2 For purposes of paragraph 12, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.3 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State.

12.4 The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

**13. INDEMNIFICATION.** The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys' fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the State's sovereign immunity, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

Contractor Initials: CL

Date: 07/17/25

#### 14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all Property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the Property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

#### 15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or any successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

**16. WAIVER OF BREACH.** A State's failure to enforce its rights with respect to any single or continuing breach of this Agreement shall not act as a waiver of the right of the State to later enforce any such rights or to enforce any other or any subsequent breach.

**17. NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

**18. AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

#### 19. CHOICE OF LAW AND FORUM.

19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

19.2 Any actions arising out of this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be brought and maintained in the Merrimack County Superior Court of New Hampshire which shall have exclusive jurisdiction thereof.

**20. CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and any other portion of this Agreement including any attachments thereto, the terms of the P-37 (as modified in EXHIBIT A) shall control.

**21. THIRD PARTIES.** This Agreement is being entered into for the sole benefit of the parties hereto, and nothing herein, express or implied, is intended to or will confer any legal or equitable right, benefit, or remedy of any nature upon any other person.

**22. HEADINGS.** The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

**23. SPECIAL PROVISIONS.** Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

**24. FURTHER ASSURANCES.** The Contractor, along with its agents and affiliates, shall, at its own cost and expense, execute any additional documents and take such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby.

**25. SEVERABILITY.** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

**26. ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

Contractor Initials: PL

Date: 07/17/25

**EXHIBIT A**  
**Special Provisions**

Additional Exhibits D-H

The terms outlined in the P-37 General Provisions are modified as set forth below:

**A.1 Provision 9, Termination, Section 9.2 is deleted and replaced with the following:**

- 9.2** In the event of the termination pursuant to subparagraph 9.1, the contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. The State will pay for cost of all Services and Deliverables for which Acceptance has been given by the State, provided through the date of termination but will not be liable for any costs for incomplete Services or winding down the Contract activities. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.
- 9.3** Upon termination of the Contract, the State, in addition to any other rights provided in the Contract, may require Contractor to deliver to the State any property, including without limitation, Software and Written Deliverables, for such part of the Contract as has been terminated. After receipt of a notice of termination, and except as otherwise directed by the State, Contractor shall:
- a.** Stop work under the Contract on the date, and to the extent specified, in the notice;
  - b.** Promptly, but in no event longer than ten (10) days after termination, terminate its orders and subcontracts related to the work which has been terminated, and settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the State to the extent required, which approval or ratification shall be final for the purpose of this Section;
  - c.** Take such action as the State directs, or as necessary to preserve and protect the property related to the Contract which is in the possession of Contractor and in which the State has an interest;
  - d.** Take no action to intentionally erase any State data until directed by the State;
  - e.** Transfer title to the State and deliver in the manner, at the times, and to the extent directed by the State, any property which is required to be furnished to the State and which has been accepted or requested by the State;
  - f.** Implement an orderly return of State data in a CSV or another mutually agreeable format at a time agreed to by the parties;
  - g.** Securely dispose/destroy of all requested data in all of its forms, such as disk, CD / DVD, backup tape and paper, when requested by the State. Data shall be permanently deleted and shall not be recoverable, according to National Institute of Standards and Technology (NIST)-Special Publication (SP) 800-88 approved methods. Certificates of destruction shall be provided to the State; and
  - h.** Provide written Certification to the State that Contractor has surrendered to the State all said property and after 180 days has erased all State data.
- 9.4** If the Contract has expired, or terminated prior to the Completion Date, for any reason, the Contractor shall provide, for a period up to ninety (90) days after the expiration or termination, all transition services requested by the State, at no additional cost, to allow for the expired or terminated portion of the Services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such Services to the State or its designees ("Transition Services").
- 9.5** This covenant in paragraph 9 shall survive the termination of this Contract.

Contractor Initials: AL

Date: 07/17/25

**EXHIBIT A**  
**Special Provisions**  
**Continued**

**A.2 Provision 10, Property Ownership/Disclosure, is updated with the following addition:**

**10.4** In performing its obligations under this Agreement, Contractor may gain access to Confidential Information. The Contractor shall not use the Confidential Information developed or obtained during the performance of, or acquired, or developed by reason of the Agreement, except as directly connected to and necessary for the performance of the Agreement. Contractor shall maintain the confidentiality of and protect from unauthorized use, disclosure, publication, and reproduction (collectively "release"), all Confidential Information.

**10.4.1** In the event of the unauthorized release of Confidential Information, Contractor shall immediately notify the State's Chief Information Security Officer, and the State may immediately be entitled to pursue any remedy at law and in equity, including, but not limited to, injunctive relief.

**10.5** Subject to applicable federal or State laws and regulations, Confidential Information shall not include information which:

- a. shall have otherwise become publicly available other than as a result of disclosure by the receiving Party in breach hereof;
- b. was disclosed to the receiving Party on a non-confidential basis from a source other than the disclosing Party, which the receiving Party believes is not prohibited from disclosing such information as a result of an obligation in favor of the disclosing Party;
- c. is developed by the receiving Party independently of, or was known by the receiving Party prior to, any disclosure of such information made by the disclosing Party; or
- d. is disclosed with the written consent of the disclosing Party.

**10.6** A receiving Party also may disclose the disclosing Party's Confidential Information to the extent required by law or an order of a court of competent jurisdiction. Any disclosure of the Confidential Information shall require the prior written approval of the State. Contractor shall immediately notify the State if any request, subpoena or other legal process is served upon Contractor regarding the Confidential Information, and Contractor shall cooperate with the State in any effort the State undertakes to contest the request, subpoena or other legal process, at no additional cost to the State.

**10.7** Contractor Confidential Information. Contractor shall clearly identify in writing all information it claims to be confidential or proprietary upon providing such information to the State. For the purposes of complying with its legal obligations, the State is under no obligation to accept the Contractor's designation of material as confidential. Contractor acknowledges that the State is subject to State and federal laws governing disclosure of information including, but not limited to, RSA Chapter 91-A. In the event the State receives a request for the information identified by Contractor as confidential, the State shall notify Contractor and specify the date the State will be releasing the requested information. At the request of the State, Contractor shall cooperate and assist the State with the collection and review of Contractor's information, at no additional expense to the State. Any effort to prohibit or enjoin the release of the information shall be Contractor's sole responsibility and at Contractor's sole expense. If Contractor fails to obtain a court order enjoining the disclosure, the State shall release the information on the date specified in the State's notice to Contractor, without any liability to the State.

**10.8** Contractor shall retain ownership of all Contractor services, software, tools, and other Contractor Intellectual Property (Contractor IP) developed before entering into this Agreement, including, but not limited to, Contractor's proprietary digital applications

Contractor Initials: AL

Date: 07/17/25

**EXHIBIT A**  
**Special Provisions**  
**Continued**

and systems for student registration, test delivery, authoring, and online results reporting and related systems, as well as any derivations of this Contractor IP.

**10.9** This covenant in paragraph 10 shall survive the termination of this Contract.

**A.3** **Provision 12, Assignment/Delegation/Subcontracts, is updated with the following addition:**

**12.5** In the event that Contractor should change ownership for any reason whatsoever that results in a change of control of the Contractor, the State shall have the option of:

- a. continuing under the Agreement with Contractor, its successors or assigns for the full remaining Term of the Agreement or for such period of time as determined necessary by the State;
- b. immediately terminate the Agreement without liability to or further compensation owed to Contractor, its successors or assigns.

Contractor Initials:     *CL*

**EXHIBIT B**  
**Scope of Services**

**Cambium Assessment, Inc. (CAI) will provide the following services under this contract:**

**A. Assessment Platform**

CAI's Test Delivery System (TDS) will be used as the test delivery platform for the administration of the 2020 version of the United States Citizenship and Immigration Services (USCIS) test to New Hampshire students enrolled in grades 9–12.

*System Components*

The TDS has two main components: (1) the test administrator (TA) Interface and (2) the Student Interface. The TA Interface is accessible using a standard web browser, and the Student Interface is accessible through CAI's Secure Browser for secure tests and standard web browsers for non-secure tests. The TA Interface is accessible using a standard web browser and allows TAs to easily set up test sessions and manage various real-world testing scenarios without the need to create sessions and roster students manually.

*Integration with Single Sign-On System*

CAI supports Red Hat© Single Sign-On (SSO) across all of New Hampshire's test administrations. Users are created in the SSO system via the Test Information Distribution Engine (TIDE). Once created, users are notified of access via email. Users can follow the link provided to create their password and then begin to access the modules in the CAI suite of applications. Once signed on, users can move between modules without the need to re-authenticate until logged out.

CAI will work toward integration with New Hampshire's user authentication system. Red Hat© SSO technology allows different organizations to trust each other's identity systems, enabling seamless access for users across multiple domains without needing to manage multiple credentials.

*Using Current CAI Item Bank*

CAI's TDS is fully integrated with the Item Tracking System (ITS). The same robust and secure platform used for the rest of the item banks will be utilized for the 2020 USCIS test, ensuring that the items are developed, reviewed, and managed with the highest standards of security and quality. All items developed specifically for the USCIS assessment under this contract shall be owned by the New Hampshire Department of Education (NHED).

**B. Rostering System**

CAI's Test Information Distribution Engine (TIDE) will provide a roosting system that allows for data uploads from the NHED. TIDE is the single dynamic repository for institution, student, and user registration data across all test administrations. In addition, test coordinators and educators utilize the data across several TIDE interfaces to complete critical test administration support functions before, during, and after testing.

TIDE provides an integrated system for adding, editing, and deleting users and assigning them different authorizations based on roles; gathering and managing student enrollment data; provisioning role-based access for adding and editing student accommodation data, test assignments, form assignments, and class rosters; and tracking student access and test participation.

Contractor Initials: CL

**EXHIBIT B**  
**Scope of Services**  
**Continued**

***Student and Classroom Management***

TIDE is a single point of entry for student data that are managed online; all other online systems read the student data that are entered in TIDE. Once student data are added/edited in TIDE, they are made available to other CAI systems, such as TDS and the Centralized Reporting System (CRS), in near-real time. The data-management functions in TIDE that are currently supported for the NHED include, but are not limited to, the following:

- Add, upload, edit, and export student information.
- Search student information based on an extensive and configurable set of student attributes.
- Monitor students who have moved in or moved out of the district.
- Indicate student test eligibility for all test administration.
- Create student rosters for managing classroom teacher access to student assessment results.
- Set online student accommodations/test settings and indicate non-embedded supports.
- Indicate test settings for students who qualify for accommodated tests.
- View student test participation data.
- Request test scores for students based on data drawn from historical reports.
- Run frequency distribution reports on various student attributes.

***Student Enrollment and Data Provisioning***

CAI will continue to work with the NHED to finalize the student data collection process and the formats in which it is provided, and it will adjust (as needed) to support test preparation, delivery, and reporting and dashboarding accountability requirements. This can include comma-separated values (.csv), fixed width, delimited, Excel, or any other custom file format. For the USCIS test, CAI will work with the NHED on how to configure uploading data in the same TIDE system as the other assessment programs.

**C. Student Accommodations**

CAI will provide accommodations through its Test Delivery System (TDS).

CAI understands that the systems that support the NHED's statewide assessments must comply with Section 508 of the U.S. Rehabilitation Act. Section 508 requires electronic and information technology to be accessible to people with disabilities in accordance with the Web Content Accessibility Guidelines (WCAG), a globally recognized and technologically neutral set of accessibility guidelines for web content. CAI maintains WCAG 2.2 AA certification, as well as Voluntary Product Accessibility Template (VPAT) documents describing how their systems comply with Section 508 standards. CAI will work with the NHED to ensure that the necessary tools are developed to meet the needs of the student population as they arise.

***Accessibility Features***

CAI will work with the NHED to identify which universal tools, designated supports, and accommodations currently available within TIDE are appropriate for the United States Citizenship and Immigration Services (USCIS) test.

CAI systems will allow for supports and accommodations to be set by designated personnel within the school or district for individual and/or groups of students. CAI systems will facilitate these settings in Test Information Distribution Engine (TIDE) or in the Test Administrator (TA) Interface prior to testing.

TIDE supports all manner of student registration functions, including the management of student demographic data and testing accommodations, via integration with the NHED's and/or district Student Information System (SIS) or through TIDE's user interface.

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**EXHIBIT B**  
**Scope of Services**  
**Continued**

Student accessibility information is currently exportable from TIDE at any point during the year such that NHED, district, and school staff can conduct different analyses for their purposes. Additionally, TIDE allows users to export these accessibility settings in the exact file format required to reupload them back into TIDE, facilitating a process for the NHED, district, and/or school assessment personnel to export the student settings at the end of the year and then inspect, modify as needed, and reupload them at the start of the following year.

***Compatible Assistive Technology***

CAI will render items and test content for optimal accessibility for all students, following universal design principles and WCAG 2.2. CAI will offer permissive mode as an accommodation, which turns off select security features that may interfere with some assistive technology. CAI will also offer streamlined mode, which eliminates many visual elements from the screen, delivering the assessment in a more linear format to reduce distraction and simplify navigation.

CAI will support an extensive list of embedded and non-embedded assistive technologies and will align this provision to the NHED's specifications. CAI will test assistive technologies against CAI's Secure Browser and TDS to ensure that they are functioning as required, and that there are no security threats introduced when using assistive technologies in a secure testing environment. CAI provides an *Assistive Technology Manual* each year that includes a list of supported devices and applications, as well as setup instructions for those assistive technologies that require some configuration.

**D. Administration System Supporting Multiple Opportunities**

The Test Delivery System (TDS) can be easily configured to allow multiple opportunities at the test level. CAI will work with the NHED to determine the number of opportunities (including setting it to a high number) for the United States Citizenship and Immigration Services (USCIS) test.

**E. Reporting System**

CAI will work with the NHED to provide score reporting through the Centralized Reporting System (CRS) currently utilized by New Hampshire schools for the New Hampshire Student Assessment System (NHSAS) state assessment program as well as within the Family Portal.

***Measures and Data in the CRS for the New Hampshire USCIS Assessment***

CRS will provide aggregate reports for schools and districts for each student in grades 9–12 who takes the USCIS Assessment. Measures will include the following details (and additional measures can be added, as needed):

- Raw score out of 128 points possible
- Total percentage correct
- Pass or fail (passing score of 70%, 90/128 correct)
- Percentage correct based on category
- Raw score by category

The CRS can provide aggregated reports for the following levels:

- District summary
- School summary
- State summary
- Class summary

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**EXHIBIT B**  
**Scope of Services**  
**Continued**

The CRS is agnostic of the measures it displays. CAI will report any measure or information that the NHED would like to display in its reports.

CAI will also provide other administrative reports as identified by the NHED, including but not limited to participation reports for individual students as well as the State, schools, and classes.

The New Hampshire CRS can be configured to add and report results for the USCIS Assessment. The NHED can decide on the look and feel of the reports, and configure the CRS to report the relevant pass/fail measures for this test. Additionally, parents can access student assessment results virtually immediately through the New Hampshire Family Portal.

***Data Security Practices***

Verification of data accuracy is a critical requirement and priority for CAI. Broadly speaking, for verification systems, it will initially develop specification documents that formalize all expectations for work, layouts, and data deliverables. It will test these during mock data trials and conduct significant monitoring during operational testing windows.

The CRS is designed to meet the highest security standards. It belongs to CAI's suite of programs and can be accessed through the Single Sign-On (SSO). It allows educators and administrators to move seamlessly between authorized programs without needing to reenter their login information, such as when a teacher moves between TIDE and the CRS. When a user signs in, they will see only the reports and student data to which they have access.

Besides ensuring that users do not have access to unauthorized reports, this will also help to improve the user experience by displaying only data and reports that are relevant to the user. Any reports generated by the system will always be encrypted at rest.

***Specifications for Scoring and Reporting***

CAI will collaborate with the NHED's teams (leadership, psychometrics, and scoring/reporting) to generate this living document on an annual basis and make revisions as requested.

CAI will produce a specifications document based on:

- Information from the initial planning meeting;
- Any previous specifications documentation that the NHED provides; and
- Any requested updates from the NHED.

CAI has consistently created documentation that allows for accurate reporting of results for all of the NHED's assessments. CAI will use the same specification templates for providing the initial draft of specifications for reporting for the USCIS with updates for each administration following the scoring and reporting debrief with the NHED's scoring and reporting staff. All changes can be documented in a change history log.

***Longitudinal Data***

CAI's Reporting system links directly to the database built by the TIDE student enrollment system, the Roster Tracking System (RTS). The RTS maintains information about the relationships among corporations, schools, teachers, and students. This functionality enables stakeholders at each level of the system to immediately access their students' reports, even as they graduate and move on to new schools. For example, as a student

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**EXHIBIT B**  
**Scope of Services**  
**Continued**

moves to a new school within a district or across districts, the reporting system allows their score history to follow the student so that scores are automatically available to authorized users in the student's new school and/or district.

***Family Portal***

The New Hampshire Family Portal provides a number of benefits for reporting the USCIS Assessment to families. The Family Portal:

- Is designed to provide virtually immediate results to parents in a secure environment;
- Provides a secure, encrypted, password-protected, online reporting portal for parents/guardians to access their student's results;
- Is grounded in cognitive and parent focus group research to help ensure that parents who receive our reports understand the information as it intended; and
- Allows the NHED to provide overall test scores, item-level results, as well as a PDF family report for each student virtually immediately as students submit their tests.

The Family Portal can be used throughout the school year as a results distribution mechanism for parents. With the Family Portal, districts no longer shoulder the burden of distributing family reports and student results. Families can view test results on the Family Portal user interface and can download a PDF student report explaining their performance on the test.

The Family Portal also can report item-level scores for each student. CAI will work with New Hampshire to configure the Family Portal to report this test in a way that meets the needs of family users. The same Individual Student Report (ISR) in the CRS will be available on the Family Portal virtually immediately as students submit their tests.

**F. Maintenance Plan**

CAI will conduct an annual review of items prior to the start of the testing window and will prepare a schedule and plan for updating items, as needed, based on elections or changes in statute. CAI will edit items accordingly and the NHED will review and approve all changes to items in the New Hampshire Item Bank. CAI will coordinate with the NHED on any additional updates needed during the testing window due to changes occurring during the school year.

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**EXHIBIT C**  
**Method of Payment**

The following pricing identifies the total cost for each element of the scope of services identified in the Schedule, under Exhibit B, Scope of Services.

Budget through June 30, 2029

Services	Fiscal Year 26	Fiscal Year 27	Fiscal Year 28	Fiscal Year 29
A. Assessment Platform	\$92,440	\$94,751	\$97,120	\$99,548
B. Rostering System	NSP**	NSP**	NSP**	NSP**
C. Student Accommodations	NSP**	NSP**	NSP**	NSP**
D. Administration System Supporting Multiple Opportunities	NSP**	NSP**	NSP**	NSP**
E. Reporting System	\$51,840	\$53,136	\$54,464	\$55,826
F. Maintenance Plan	\$2,560	\$2,624	\$2,690	\$2,757
Additional Test Administration*	\$50,000	\$50,000	\$50,000	\$50,000
Sub Total	\$196,840	\$200,511	\$204,274	\$208,131
<b>GRAND TOTAL</b>				<b>\$809,756</b>

***Item Maintenance***

Item maintenance assumes that no more than 15% of items will require minor edits each year; additional item edits would require a scope change.

***\*Additional Test Administration***

The price covers up to 12,000 students per year; testing price is per-student and not per-test. Additional students testing beyond 12,000 will incur a cost of \$3.85 per student. Each student may take the test multiple times at no additional cost to the state.

***\*\*Not Separately Priced***

Many deliverables are interrelated and/or are completed in combination with other deliverables. Many of the line items are covered by other line items or one of the other assessment programs, and therefore are listed as Not Separately Priced (NSP).

**Limitation on Price:** Upon mutual agreement between the state contracting officer and the contractor, line items in this budget may be adjusted one to another, but in no case shall the total budget exceed \$809,756. To be binding on the state, adjustments of budget line items, must be memorialized in writing, executed by the Contracting Officer and approved by the Commissioner.

**Funding Source:** Funds are available in the following account for Fiscal Years 2026 and 2027 and are anticipated to be available in Fiscal Years 2028 and 2029, with the authority to adjust budget line items within the price limitation and encumbrances between fiscal years through the Budget Office if needed and justified.

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**EXHIBIT C**  
**Method of Payment**  
**Continued**

06-56-56-560040-34780000 - ASSESSMENT – STATE

Fiscal Year	Class/Account	Class Title	Amount
2026	102-500731	State Testing	\$196,840
2027	102-500731	State Testing	\$200,511
2028	102-500731	State Testing	\$204,274
2029	102-500731	State Testing	\$208,131
<b>TOTAL</b>			<b>\$809,756</b>

**Method of Payment:** Payment will be made upon the submittal of monthly invoices that are received by the 10th day of the following month and supported by a summary of activities/completed deliverables that have taken place in accordance with the terms of the contract, along with a detailed listing of expenses incurred. If otherwise correct and acceptable, payment will be made for 100% of the expenditures listed. A final invoice is due within 30 days of the end of this contract and shall be conditional upon satisfactory receipt by the NHED of the final datafile delivery as outlined in Exhibit B, Scope of Services, Analysis. Invoices and reports shall be electronically submitted to:

DEAR@doe.nh.gov

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## EXHIBIT D

### Contractor Obligations

Contracts in excess of the simplified acquisition threshold (currently set at \$250,000) must address **administrative, contractual, or legal remedies** in instances where the contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. Reference: 2 C.F.R. § 200.326 and 2 C.F.R. 200, Appendix II, required contract clauses.

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

The Contractor, certifies and affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

#### **Breach**

A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

#### **Fraud and False Statements**

The Contractor understands that, if the project which is the subject of this Contract is financed in whole or in part by federal funds, that if the undersigned, the company that the Contractor represents, or any employee or agent thereof, knowingly makes any false statement, representation, report or claim as to the character, quality, quantity, or cost of material used or to be used, or quantity or quality work performed or to be performed, or makes any false statement or representation of a material fact in any statement, certificate, or report, the Contractor and any company that the Contractor represents may be subject to prosecution under the provision of 18 USC §1001 and §1020.

#### **Environmental Protection**

(This clause is applicable if this Contract exceeds \$150,000. It applies to Federal-aid contracts only.)

The Contractor is required to comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857 (h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency (EPA) regulations (40 CFR Part 15) which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to the FHWA and to the U.S. EPA Assistant Administrator for Enforcement.

#### **Procurement of Recovered Materials**

In accordance with Section 6002 of the Solid Waste Disposal Act (42 U.S.C. § 6962), State agencies and agencies of a political subdivision of a state that are using appropriated Federal funds for procurement must procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired in the preceding fiscal year exceeded \$10,000; must procure solid waste management services in a manner that maximizes energy and resource recovery; and must have established an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

*Revised June 2022*

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## Exhibit E

### Federal Debarment and Suspension

- a. By signature on this Contract, the Contractor certifies its compliance, and the compliance of its Sub-Contractors, present or future, by stating that any person associated therewith in the capacity of owner, partner, director, officer, principal investor, project director, manager, auditor, or any position of authority involving federal funds:
  1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal Agency;
  2. Does not have a proposed debarment pending;
  3. Has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal Agency within the past three (3) years; and
  4. Has not been indicted, convicted, or had a civil judgment rendered against the firm by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.
- b. Where the Contractor or its Sub-Contractor is unable to certify to the statement in Section a.1. above, the Contractor or its Sub-Contractor shall be declared ineligible to enter into Contract or participate in the project.
- c. Where the Contractor or Sub-Contractor is unable to certify to any of the statements as listed in Sections a.2., a.3., or a.4., above, the Contractor or its Sub-Contractor shall submit a written explanation to the NHED. The certification or explanation shall be considered in connection with the NHED's determination whether to enter into Contract.
- d. The Contractor shall provide immediate written notice to the NHED if, at any time, the Contractor or its Sub-Contractor, learn that its Debarment and Suspension certification has become erroneous by reason of changed circumstances.

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## Exhibit F

### Anti-Lobbying

The Contractor agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, execute the following Certification:

The Contractor certifies, by signing and submitting this contract, to the best of his/her knowledge and belief, that:

- a. No federal appropriated funds have been paid or shall be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence any officer or employee of any State or Federal Agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any federal grant, the making of any federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal amendment, or modification of any Federal contract grant, loan, or cooperative agreement.
- b. If any funds other than federally appropriated funds have been paid or shall be paid to any person for influencing or attempting to influence an officer or employee of any Federal Agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit the "Disclosure of Lobbying Activities" form in accordance with its instructions

<https://www.gsa.gov/forms-library/disclosure-lobbying-activities>

- c. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making and entering into this transaction imposed by Section 1352, Title 31 and U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- d. The Contractor also agrees, by signing this contract that it shall require that the language of this certification be included in subcontracts with all Sub-Contractor(s) and lower-tier Sub-Contractors which exceed \$100,000 and that all such Sub-Contractors and lower-tier Sub-Contractors shall certify and disclose accordingly.
- e. The NHED shall keep the firm's certification on file as part of its original contract. The Contractor shall keep individual certifications from all Sub-Contractors and lower-tier Sub-Contractors on file. Certification shall be retained for three (3) years following completion and acceptance of any given project.

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## Exhibit G

### Rights to Inventions Made Under a Contract, Copy Rights and Confidentiality

#### Rights to Inventions Made Under a Contract or Agreement

Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the NHED.

Any discovery or invention that arises during the course of the contract shall be reported to the NHED. The Contractor is required to disclose inventions promptly to the contracting officer (within 2 months) after the inventor discloses it in writing to contractor personnel responsible for patent matters. The awarding agency shall determine how rights in the invention/discovery shall be allocated consistent with "Government Patent Policy" and Title 37 C.F.R. § 401.

#### Confidentiality

All Written and oral information and materials disclosed or provided by the NHED under this agreement constitutes Confidential Information, regardless of whether such information was provided before or after the date on this agreement or how it was provided.

The Contractor and representatives thereof, acknowledge that by making use of, acquiring or adding to information about matters and data related to this agreement, which are confidential to the NHED and its partners, must remain the exclusive property of the NHED.

Confidential information means all data and information related to the business and operation of the NHED, including but not limited to all school and student data contained in NH Title XV, Education, Chapters 186-200.

Confidential information includes but is not limited to, student and school district data, revenue and cost information, the source code for computer software and hardware products owned in part or in whole by the NHED, financial information, partner information (including the identity of NHED partners), Contractor and supplier information, (including the identity of NHED Contractors and suppliers), and any information that has been marked "confidential" or "proprietary", or with the like designation. During the term of this contract the Contractor agrees to abide by such rules as may be adopted from time to time by the NHED to maintain the security of all confidential information. The Contractor further agrees that it will always regard and preserve as confidential information/data received during the performance of this contract. The Contractor will not use, copy, make notes, or use excerpts of any confidential information, nor will it give, disclose, provide access to, or otherwise make available any confidential information to any person not employed or contracted by the NHED or subcontracted with the Contractor.

#### Ownership of Intellectual Property

The NHED shall retain ownership of all source data and other intellectual property of the NHED provided to the Contractor in order to complete the services of this agreement. As well the NHED will retain copyright ownership for any and all materials, patents and intellectual property produced, including, but not limited to, brochures, resource directories, protocols, guidelines, posters, or reports. The Contractor shall not reproduce any materials for purposes other than use for the terms under the contract without prior written approval from the NHED.

*Revised June 2022*

Contractor Initials: EL

Date: 07/17/25

**Exhibit G**

Contractor shall retain ownership of all Contractor services, software, tools, and other Contractor Intellectual Property (Contractor IP) developed before entering into this Agreement, including, but not limited to, Contractor's proprietary digital applications and systems for student registration, test delivery, authoring, and online results reporting and related systems, as well as any derivations of this Contractor IP.

*Revised June 2022*

Contractor Initials:     *AL*    

Date:     07/17/25

**EXHIBIT H**  
**Data Protection**

*Revised 2-2023*

**Data Protection**

Protection of personal privacy and data shall be an integral part of the business activities of the Contractor to ensure there is no inappropriate or unauthorized use of State information at any time. To this end, the Contractor shall safeguard the confidentiality, integrity and availability of State information and comply with the following conditions:

1. The Contractor shall implement and maintain appropriate administrative, technical and organizational security measures to safeguard against unauthorized access, disclosure or theft of Personal Data and non-public information. Such security measures shall be in accordance with recognized industry practice and not less stringent than the measures the Contractor applies to its own Personal Data and non-public data of similar kind.
2. All data obtained by the Contractor in the performance of this contract and all Personal Data shall be encrypted at rest and in transit with controlled access. Unless otherwise stipulated, the Contractor is responsible for encryption of the Personal Data.
3. Unless otherwise stipulated, the Contractor shall encrypt all non-public data at rest and in transit. The State shall identify data it deems as non-public data to the Contractor. The level of protection and encryption for all non-public data shall be identified and made a part of this contract.
4. At no time shall any data or processes – that either belong to or are intended for the use of the State or its officers, agents or employees – be copied, disclosed or retained by the Contractor or any party related to the Contractor for subsequent use in any transaction that does not include the State.
5. The Contractor shall not use any information collected in connection with the service issued from this Contract for any purpose other than fulfilling the service.

**Data Location**

The Contractor shall provide its Services to the State and its end users solely from data centers within the Continental United States. All storage, processing and transmission of State data shall be restricted to information technology systems within the Continental United States. The Contractor shall not allow its personnel or sub-contractors to store State data on portable devices, including personal computers, except as specified and allowed by the contract, and then only on devices that are used and kept at its data centers within the Continental United States. The Contractor shall permit its personnel and Contractors to access State data remotely only to provide technical support and as specified or required by the contract.

**Security Incident Or Data Breach**

The Contractor shall inform the State of any security incident or Data Breach in accordance with NH RSA Chapter 359-C:20: Notice of Security Breach.

1. Incident Response: the Contractor may need to communicate with outside parties regarding a security incident, which may include contacting law enforcement, fielding media inquiries and seeking external expertise as mutually agreed upon, defined by law or contained in the Contract. Discussing security incidents with the State should be handled on an urgent as-needed basis, as part of the Contractor communication and mitigation processes as mutually agreed upon, defined by law or contained in the contract.
2. Security Incident Reporting Requirements: the Contractor shall report a security incident to the State identified contact immediately if it reasonably believes there has been a security incident.

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**EXHIBIT H**  
**Data Protection**  
**Continued**

3. Breach Reporting Requirements: If the Contractor has actual knowledge of a confirmed data breach that affects the security of any State content that is subject to applicable data breach notification law, the Contractor shall (1) promptly notify the appropriate State identified contact immediately, unless shorter time is required by applicable law, and (2) take commercially reasonable and consistent with industry best practices measures to address the data breach in a timely manner.

**Breach Responsibilities**

1. This section only applies when a Data Breach occurs with respect to State data within the possession or control of the Contractor and/or the third-party designee hosting the data as agreed upon by the Contractor and the State.
2. The Contractor, unless stipulated otherwise, shall immediately notify the appropriate State identified contact by telephone in accordance with the agreed upon security plan or security procedures if it reasonably believes there has been a security incident.
3. The Contractor, unless stipulated otherwise, shall promptly notify the appropriate State identified contact within 24 hours or sooner by telephone, unless shorter time is required by applicable law, if it confirms that there is, or reasonably believes that there has been a Data Breach the Contractor shall:
  - a. cooperate with the State as reasonably requested by the State to investigate and resolve the Data Breach;
  - b. promptly implement necessary remedial measures, if necessary; and
  - c. document responsive actions taken related to the Data Breach, including any post-incident review of events and actions taken to make changes in business practices in providing the services, if necessary.
4. Unless otherwise stipulated, if a Data Breach is a direct result of the Contractor's breach of its contract obligation or the third-party hosting company to encrypt Personal Data or otherwise prevent its release, the Contractor and/or the third-party hosting company shall bear the costs associated with:
  - a. the investigation and resolution of the Data Breach;
  - b. notifications to individuals, regulators or others required by State law;
  - c. a credit monitoring service required by State (or federal) law;
  - d. a website or a toll-free number and call center for affected individuals required by State law — all not to exceed the average per record per person cost calculated for Data Breaches in the United States (currently \$201 per record/person) in the most recent Cost of Data Breach Study: Global Analysis published by the Ponemon Institute at the time of the Data Breach; and
  - e. complete all corrective actions as reasonably determined by the Contractor based on root cause; all [(a) through (e)] subject to this Contract's limitation of liability.

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