

Digital Trust Hub Membership Agreement

This Digital Trust Hub Membership Agreement (the “Agreement”) is entered into by and between the Allegheny Intermediate Unit with administrative offices located at 475 East Waterfront Drive, Homestead, PA 15120 (the “AIU”) and Girard School District with administrative offices located at 1203 Lake St., Girard, PA 16417 (the “District/School”).

Intending to be legally bound, the parties hereto agree as follows:

- 1. Membership.** Subject to the terms and conditions set forth in this Agreement, the AIU will provide District/School with membership to the Digital Trust Hub that shall include the following benefits:
 - a. One (1) annual Affiliate Membership to the 1EdTech Consortium (subject to District/School’s acceptance of 1EdTech’s terms and conditions);
 - b. Monthly communications focusing on technology in education highlighting current issues and best practices on the topics of data privacy, advocacy, data governance, cybersecurity operations, and vendor assessments;
 - c. One (1) annual membership to the Pennsylvania Student Data Privacy Consortium (subject to District/School’s acceptance of Pennsylvania Student Data Privacy Consortium Alliance’s terms and conditions); and
 - d. Access to the Digital Trust Hub website and listserv providing educational resources and materials focusing on data privacy, advocacy, data governance, cybersecurity operations, and vendor assessments.

- 2. Term.** This Agreement shall commence as of July 1, 2026 and shall remain in effect until June 30, 2027.

- 3. Fees/Billing.** In consideration of the AIU’s provision of the benefits described above, the District/School shall compensate the AIU based on District/School’s student enrollment at the time of execution of the Agreement in accordance with the following table:

Enrollment under 1,250	Enrollment 1,251- 2,500	Enrollment 2,501-5,000	Enrollment 5,001 – 8,000	Enrollment over 8,001	Intermediate Unit
\$900 annually	\$1,150 annually	\$1,650 annually	\$2,250 annually		\$2,750 annually

The AIU will invoice District/School upon execution of the Agreement. District/School shall pay all invoices within 30 days of receipt. The AIU may terminate the Agreement upon written notice if any invoiced amounts remain unpaid for 90 days.

- 4. No Representations or Warranties.** Except as expressly set forth in this Agreement, (a) neither party to this Agreement, nor any other person on such party's behalf, has made or makes any express or implied representation or warranty, either oral or written, whether arising by law, course of dealing, course of performance, usage, trade or otherwise, all of which are expressly disclaimed, and (b) each Party acknowledges that it has not relied upon any representation or warranty made by the other party, or any other person on such party's behalf, except as specifically provided herein.
- 5. Independent Contractor.** The AIU and District/School shall each be and remain an independent contractor with respect to all rights and obligations arising under this Agreement. Nothing contained in this Agreement shall be deemed or construed to create a relationship of employment, principal and agent, partnership, co- or joint employer or joint venture.
- 6. Miscellaneous.** This Agreement and all matters arising out of this Agreement are governed by and construed in accordance with the laws of Pennsylvania. The venue for any proceedings to enforce this Agreement shall be Allegheny County, Pennsylvania. This Agreement contains the entire understanding of the parties with respect to the subject matter hereof, and supersedes all prior and contemporaneous written or oral understandings, agreements, representations, and warranties with respect to such subject matter. The invalidity, illegality, or unenforceability of any provision herein does not affect any other provision herein or the validity, legality, or enforceability of such provision in any other jurisdiction. The parties may not amend this Agreement except by written instrument signed by authorized representatives of the parties. This Agreement may be executed in multiple counterparts, each of which is deemed an original and all of which constitute one and the same agreement. The signatures of all of the parties need not appear on the same counterpart. Delivery of an executed counterpart of this Agreement, by facsimile, portable document format (.pdf) or by any other electronic means, has the same effect as delivery of an executed original of this Agreement.

-SIGNATURE PAGE FOLLOWS-

IN WITNESS WHEREOF, the parties hereto have set their hands and seal as of the date of signature.

ALLEGHENY INTERMEDIATE UNIT:

Attest:_____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date:

DISTRICT/SCHOOL:

By:_____

Name: Jacob Hagmaier

Title: Director of Business/Board Secretary

Date: