

**AMENDMENT #1 TO THE AGREEMENT**

Between

**THOMASVILLE CITY SCHOOLS**

And

**DUKE UNIVERSITY**

on behalf of its **SCHOOL OF MEDICINE** and **DUKE CLINICAL RESEARCH INSTITUTE**

This Amendment #1 to the Agreement between Thomasville City Schools and Duke University on behalf of its School of Medicine and Duke Clinical Research Institute ("Amendment #1") amends and is incorporated into that same certain agreement ("Agreement"), fully executed on September 18, 2020, by the aforementioned parties (together, the "Parties").

**WHEREAS**, the Parties have entered into the Agreement to set forth the terms and conditions for the operation of a COVID-19 scientific analysis board; and

**WHEREAS**, the Parties now mutually desire to modify the terms of the Agreement.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to the following:

1. The Parties acknowledge and agree that all references throughout the Agreement to "Student Data" shall be followed by the phrase "Employee Data", and shall be understood by the Parties to be included as part of the information provided by TCS to Duke for analyses in connection with the research arm of the collaborative effort.
2. The Parties acknowledge and agree that all references throughout the Agreement to a "Data, Confidentiality and Security Agreement for Service Providers Use Agreement" and/or to a "Data Use Agreement" shall be replaced with reference to a "Agreement for Disclosure and Transfer of Confidential Information and Data".
3. Section 5 (Student Data/Confidentiality of Student Information) shall be renamed as "Student and Employee Data/Confidentiality of Student and Employee Information."

All terms and conditions of the Agreement not expressly amended by this Amendment #1 remain in full force and effect.

In the event of any dispute, conflict or ambiguity as between the terms of this Amendment #1 and the Agreement to which it is attached, this Amendment #1 shall control.

All capitalized terms and acronyms terms herein shall have the meanings assigned in the Agreement.

**IN WITNESS WHEREOF**, the Parties intending to be legally bound, have caused their proper and duly authorized officers to execute and deliver this Amendment #1 as of the day and year last signed below.

**THOMASVILLE CITY SCHOOLS**

**DUKE UNIVERSITY**

By:

Name: Dr. Catherine R. Gentry

Title: Superintendent

Date: 1/6/2021

By:

Name: Jennifer McCallister, JD

Title: Assistant Dean,

Office of Research Administration

Date: \_\_\_\_\_

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