



PURCHASING AND SUPPLY SERVICES

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APPENDIX P - Artificial Intelligence Declaration Agreement (AIDA)

Required for all digital tools (as identified in Appendix L - Page 1)

PGCPS has a roadmap for how and when artificial intelligence may be incorporated to support operational, professional and/or instructional activities.

All vendors of digital tools are expected to complete the Artificial Intelligence Declaration Agreement (AIDA) to confirm whether or not their platform or product incorporates AI features, for any user group.

- If **AI is not yet present**, vendors must agree to inform PGCPS if/when it is added in the future.
- If **AI is present**, vendors must fully respond to all components of item 1.

ARTIFICIAL INTELLIGENCE DECLARATION AGREEMENT (AIDA)

PRINCE GEORGE'S COUNTY PUBLIC SCHOOLS

This Artificial Intelligence Declaration Addendum (“AIDA”) is part of the Agreement and governs the provision of Artificial Intelligence (“AI”) by Vendor (both existing and new) to Prince George’s County Public Schools (“PGCPS”).

Capitalized terms used in this AIDA have the meanings ascribed to them in this AIDA. Other capitalized terms used but not defined in this AIDA have the meaning ascribed to them in the Agreement.

1. When a product contains AI features, the Vendor must provide:
 - a. A description of the capabilities of the system, including which AI models are used, sources of training data, which data is stored locally and in the cloud, and how the model is improved.
 - b. Primary user audience for AI features (e.g., teachers only, students only, all users).
 - c. Verification that Student Data collected or accessed by the Vendor’s AI systems will remain fully confidential in accordance with the Family Educational Rights and Privacy Act (“FERPA”) at 20 U.S.C. § 1232g (34 CFR Part 99); the Children’s Online Privacy Protection Act (“COPPA”) at 15 U.S.C. § 6501-6506 (16 CFR Part 312), and applicable state privacy laws and regulations.
 - d. A detailed overview of the Student Data points captured by the AI systems for personalization, as well as explanations for how that Student Data is used to improve educational outcomes.
 - e. Verification that the Vendor’s generative AI models will not retain or store any Student Data or PII entered during use. Generated outputs will not be linked to individual users or individual students.
 - f. Verification that any use of Student Data for purposes beyond the stated educational purpose in service to PGCPS is strictly prohibited without PGCPS and parental approval. Violations may result in contract termination.
 - g. Verification that the Vendor agrees to maintain an internal process to regularly monitor, audit and improve AI systems to identify any algorithmic bias, privacy risks or harmful generative outputs. Results will be shared with PGCPS upon request. Ethical AI practices will be followed.
 - h. Directions for enabling or disabling the various generative AI features.
 - i. Clear documentation about how AI models arrive at specific recommendations, especially regarding personalized learning decisions or assessments that may impact student advancement.
 - j. Disclosure of any third-party subcontractors or partners the vendor uses for AI processing, data hosting, or analysis, including those outside the U.S. This should include the name of the processor, the data being processed, the purpose, and the geographic location where the data is stored or processed.

2. Within 60 days of the release of a new version of the product that includes AI components, all Vendors must notify PGCPS at cito@pgcps.org. This notification must address all items in 1a-j of this AIDA.

3. PGCPS retains the right to enable or disable AI features within the product at its reasonable discretion. When an existing approved technology tool automatically adds an AI component that cannot be disabled by the district, the vendor must provide advance written notification with detailed documentation about the AI functionality, and the district reserves the right to reassess the approval status of the tool.
4. When AI components and functionality are added to existing products and are accompanied by unilateral changes to published terms and conditions and/or privacy policies, PGCPS reserves the right to terminate the Agreement.
5. PGCPS reserves the right to conduct an external audit of the Vendor's AI systems, data practices and internal controls at any time. Vendor shall maintain detailed documentation of all AI algorithms, data flows, and decision matrices used in services provided to PGCPS, and make these available during any audit. Findings must be remediated within sixty (60) days at Vendor's cost.
6. In the event Vendor is in breach of any terms of this AI, PGCPS may terminate the Agreement.
7. Vendor agrees that this AIDA governs the relationship between Vendor and PGCPS with respect to AI and supersedes any Vendor AI policies.

Name of Product _____

- The above product does not contain any AI features at this time.
- The above product contains AI features and **responses to #1 are attached.**

Vendor Name: _____

Vendor Representative Name: _____

Vendor Representative Title: _____

Vendor Representative Signature: _____

Date: _____