

DATA SHARING AND CONFIDENTIALITY AGREEMENT
INCLUDING
Bill of Rights for Data Privacy and Security
AND

Vendor Information Regarding Data Privacy and Security

This Data Sharing and Confidentiality Agreement (the "Agreement") is made and entered by and between **TonalEnergy** ("Vendor"), address: TonalEnergy, Inc. PO Box 680826 Houston, TX 77068 and Delaware Academy Central School District at Delhi ("Customer"), 2 Sheldon Drive, Delhi, NY 13753 on the date signed by the Vendor.

WHEREAS, the Vendor will receive student data and/or teacher or principal data ("Protected Data") that is protected under New York Education Law Section 2-d and Part 121 of the Regulations of the Commissioner of Education (collectively referred to as "Section 2-d") from Customer for purposes of providing **TonalEnergy** to Customer and

WHEREAS, both Customer and Vendor are desirous of fulfilling their respective obligations under New York Education Law Section 2-d;

NOW THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement the parties hereto mutually agree as follows:

1. Confidentiality

- a. Vendor, its employees, and/or agents agree that all information obtained from Customer's employees or students is deemed confidential information in accordance with the Contract.
- b. Vendor further agrees to maintain the confidentiality of the Protected Data it receives in accordance with applicable federal and state law and that any information obtained will not be revealed to any persons, firms or organizations to the extent permissible by law.

2. Data Protections and Internal Controls

- a. Vendor acknowledges that it may receive and/or come into contact with personally identifiable information, as defined by New York Education Law Section 2-d, from records maintained by Customer that directly relate to a student(s) (hereinafter referred to as "education record").
- b. Vendor understands and acknowledges that it shall have in place sufficient protections and internal controls to ensure that information is safeguarded in accordance with applicable laws and regulations, and understands and agrees that it is responsible for complying with applicable state data security and privacy standards for all personally identifiable information from education records, and it shall:

1. Limit internal access to education records to those individuals that are determined to have legitimate educational interests; and

7. What the Vendor has done or plans to do to investigate the incident, stop the breach and mitigate any further unauthorized access or release of Protected Data; and
 8. The contact information for Vendor representatives who can assist affected individuals that may have additional questions.
- e. Vendor acknowledges that upon initial notification from Vendor, Customer, as the educational agency with which Vendor contracts, has an obligation under Section 2-d to in turn notify the Chief Privacy Officer in the New York State Education Department (“CPO”). Vendor agrees not to provide this notification to the CPO directly unless requested by Customer or otherwise required by law. In the event the CPO contacts Vendor directly or requests more information from Vendor regarding the incident after having been initially informed of the incident by Customer, Vendor will promptly inform Customer of the same.

5. Vendor Information

Vendor understands that as part of Customer's obligations under New York Education Law Section 2-d, Vendor is responsible for providing Customer with Vendor information (see Vendor Information for Data Privacy and Security) to include:

- a. Exclusive purposes for which the student data will be used;
- b. How Vendor will ensure that subcontractors, persons or entities that Vendor will share the student data with, if any, will abide by data protection and security requirements;
- c. That student data will be returned or destroyed upon expiration of the Agreement;
- d. If and how a parent, student, or eligible teacher may challenge the accuracy of the student/teacher data that is collected; and
- e. Where the student data will be stored (described in such a manner as to protect data security), and the security protections taken to ensure such data will be protected, including whether such data will be encrypted.

6. Termination or Expiration of Contract and/or Agreement

- a. Upon termination of the Agreement, and upon request, Vendor shall return or destroy all confidential information obtained in connection with the services provided therein and/or student data to the extent legally permissible. Destruction of the confidential information and/or student data shall be accomplished utilizing an approved method of confidential destruction, including, shredding, burning or certified/witnessed destruction of physical materials and verified erasure of magnetic media using approved methods of electronic file destruction. The parties further agree that the terms and conditions set forth herein shall survive the expiration and/or termination of the Agreement.
- b. If requested by Customer, Vendor will assist Customer in exporting all Protected Data previously received back to Customer for its own use, prior to deletion, in

PARENTS' BILL OF RIGHTS FOR DATA PRIVACY AND SECURITY

Customer is committed to protecting the privacy and security of student data and teacher and principal data. In accordance with New York Education Law Section 2-d and its implementing regulations, Customer informs the school community of the following:

1. A student's personally identifiable information cannot be sold or released for any commercial purposes.
2. Parents have the right to inspect and review the complete contents of their child's education record.
3. State and federal laws protect the confidentiality of personally identifiable information, and safeguards associated with industry standards and best practices, including but not limited to encryption, firewalls, and password protection, must be in place when data is stored or transferred.
4. A complete list of all student data elements collected by New York State is available for public review at the following website <http://www.nysed.gov/data/privacysecurity/student-data-inventory> or by writing to the Office of Information and Reporting Services, New York State Education Department, Room 865 EBA, 89 Washington Avenue, Albany, New York 12234.
5. Parents have the right to submit complaints about possible breaches of student data addressed. Complaints should be directed in writing to Customer by contacting Kelly Pinter directly at kpinter@delhischools.org, or by calling (607) 746- 1315. Complaints may also be directed in writing to Chief Privacy Officer, New York State Education Department, 89 Washington Avenue, Albany, New York 12234 or by using the form available at the following website: <http://www.nysed.gov/data/privacysecurity/report-improper-disclosure>

Part 4: Student Educational Records / Improper Disclosure

A. For information on FERPA (Family Educational Rights and Privacy Act), which is the federal law that protects the privacy of student education records, visit the U.S. Department of Education FERPA website.

B. A report of improper disclosure must be made to Customer as soon as improper disclosure is identified.

Part 5: Security Practices

A. Please describe how data provided to a third-party contractor will be stored:

No third party contractors used

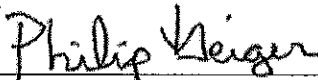

B. Please describe the security protections that will be taken to ensure data will be protected that align with the NIST Cybersecurity Framework and industry best practices:

All data is encrypted in transit and at rest.

Part 6: Encryption Practices

By checking this box, contractor certifies that data encryption is applied in accordance with NYS Education Law Section 2-d 5(f)(5).

By signing below, you agree that the information provided in the agreement is accurate and you agree to comply with the terms of the agreement and the Parents' Bill of Rights for Data and Security.

	July 26, 2024
Authorized VENDOR Signature	Date
	7/30/2024
Authorized CUSTOMER Signature	Date