

**New York State Education Law Section 2-d Vendor Compliance Agreement**  
08 / 12 / 2024

This Agreement (the “Agreement”), effective as of \_\_\_\_\_, is entered into by and between CAYUGA-ONONDAGA BOCES (the “District”) and Barracuda Networks, Inc. (“Barracuda”).

**WHEREAS**, the District is an educational agency within the meaning of Section 2-d of the New York State Education Law (“Section 2-d”);

**WHEREAS**, Section 2-d requires that an education agency enter into a written contract with a third party contractor where such contractor receives student, teacher, or principal data from the education agency (“Data”).

**NOW, THEREFORE**, for good and valuable consideration, the parties agree as follows:

1. The term of this Agreement shall expire on the termination date of the services.
2. Any Data shared by the District with Barracuda shall continue to be the property of, and under the control of, the District.
3. Barracuda handles the maintenance and confidentiality of customer data in accordance with applicable law and Barracuda’s Privacy Policy, Security and Compliance Policy, and Hosted Services Terms, located at: <https://www.barracuda.com/company/legal/trust-center/data-privacy/privacy-policy>; <https://www.barracuda.com/company/legal/trust-center/security-compliance>; and <https://www.barracuda.com/company/legal/cloudserviceterms>.
4. Barracuda has reasonable administrative, technical, and physical safeguards to protect the Data including the use of a defense-in-depth strategy and proprietary hardened software and operating systems to protect data and services.
5. Barracuda stores and has encryption to protect data in accordance with Barracuda’s Security and Compliance Policy, located at <https://www.barracuda.com/company/legal/trust-center/security-compliance>.
6. Barracuda will limit internal access of Data to only individuals with a clear and well-defined “need to know” basis.
7. Barracuda will govern subcontractors’ access to Data in accordance with Barracuda’s Security and Compliance Policy, located at <https://www.barracuda.com/company/legal/trust-center/security-compliance>.
8. Parents, legal guardians, or eligible students may review personally identifiable information in Data and correct erroneous information by the following protocol: obtain solely from direct primary Data source.
9. The procedures by which students may retain possession and control of their own Data are outlined as follows: obtain solely from direct primary Data source.
10. Barracuda shall ensure that employees who have access to confidential Data have security and awareness training.
11. The District may request that Barracuda delete Data in its possession in accordance with the process outlined in Barracuda’s Privacy Policy, located at: <https://www.barracuda.com/company/legal/privacy>.
12. In the event of a known unauthorized disclosure of Data, Barracuda shall report it to the District in accordance with its breach policies and procedures.
13. In the case of notification to a parent, eligible student, teacher, or principal due to the unauthorized release of student data where Barracuda, or its sub processor, directly caused the release, Barracuda shall promptly reimburse the educational agency for the full cost of such notification.

14. Barracuda shall not use any information in Data for any purpose other than those required or specifically permitted by Barracuda's terms and conditions, located at [https://www.barracuda.com/company/legal/prd\\_trm](https://www.barracuda.com/company/legal/prd_trm), and the parties' signed written agreements.
15. Barracuda certifies that Data shall only be retained or available to Barracuda upon completion of the services in accordance with its policies.
16. This Agreement shall continue to the extent and for as long as Barracuda or its subprocessors retain any Data.
17. Barracuda complies with all applicable federal and state laws on data security and privacy to the extent they apply to educational agencies.
18. Barracuda will comply with the District's Parent's Bill of Rights for Data Privacy and Security, included as Attachment A hereto, to the extent Barracuda has the ability to comply.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

Barracuda Networks, Inc.

Signed: Ellen O'Donnell  
Ellen O'Donnell  
Name: Chief Legal Officer  
Title: 08 / 12 / 2024  
Date: \_\_\_\_\_

Cayuga Onondaga  
BOCES

Signed: Pamela Horton  
Pam Horton  
Name: Director of Instructional Support Services  
Title: 08 / 08 / 2024  
Date: \_\_\_\_\_

Attachment A

See below

## **Parents' Bill of Rights for Data Privacy and Security**

It is the responsibility of the Cayuga Onondaga BOCES ("BOCES") to adopt appropriate administrative, technical, and physical safeguards and controls to protect and maintain the confidentiality, integrity and availability of its data, data systems and information technology resources. All stakeholders, including students, teachers and administrators should be aware of their rights and expect their data to be kept private and confidential.

The BOCES is committed to protecting the privacy and security of data and in accord with New York Education Law Section 2-d, parents and eligible students can expect the following:

### **Supplemental Information Regarding Third Party Contractors**

Any and all contracts between the Cayuga Onondaga BOCES and third-party contractors, under which a contractor will receive student data or principal or teacher data, shall include provisions requiring that the contractor maintain the confidentiality of shared student data or teacher or principal data in accordance with law, regulation and BOCES policy.

In addition, the BOCES will ensure that the contract or written agreement with a third party contractor includes a signed copy of the Parents' Bill of Rights and the contractor's privacy and security plan, in compliance with Part 121 of the New York State Education Commissioner's regulations. Click on the following link to see the contractor terms (insert contractor template here).

### **Parent Complaints**

Any parent, eligible student, teacher or principal or eligible staff may file a written complaint regarding a breach or unauthorized release of student data and/or teacher or principal with the BOCES Data Protection Officers listed below.

Also, any additional questions or concerns regarding BOCES data security may be directed to the Data Protection Officers:

Stacy Tamburrino, Esq.  
Labor Relations Specialist  
1879 West Genesee Street Rd  
Auburn, NY 13021  
(315) 255-7683  
[stamburrino@cayboces.org](mailto:stamburrino@cayboces.org)

Pamela Horton  
Director of Instructional Support Services  
1879 West Genesee Street Rd  
Auburn, NY 13021  
(315) 255-7670  
[phorton@cayboces.org](mailto:phorton@cayboces.org)

<b>Title</b>	Data Processing Agreements (CAYUGA-ONONDAGA BOCES and...
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<b>Status</b>	● Signed

## Document History



SENT

**08 / 07 / 2024**

20:02:35 UTC

Sent for signature to Pam Horton (phorton@caybores.org) and Ellen O'Donnell (nodonnell@barracuda.com) from trustcenter@barracuda.com  
IP: 34.83.245.227



VIEWED

**08 / 08 / 2024**

18:02:48 UTC

Viewed by Pam Horton (phorton@caybores.org)  
IP: 152.39.244.116



SIGNED

**08 / 08 / 2024**

18:04:29 UTC

Signed by Pam Horton (phorton@caybores.org)  
IP: 170.158.147.4



VIEWED

**08 / 12 / 2024**

16:11:30 UTC

Viewed by Ellen O'Donnell (nodonnell@barracuda.com)  
IP: 4.79.45.66



SIGNED

**08 / 12 / 2024**

16:12:09 UTC

Signed by Ellen O'Donnell (nodonnell@barracuda.com)  
IP: 4.79.45.66



COMPLETED

**08 / 12 / 2024**

16:12:09 UTC

The document has been completed.