



DATA SECURITY AND PRIVACY PLAN

WHEREAS, the Baldwinsville Central School District (hereinafter “School District”) and Banzai, I (hereinafter “Contractor”) entered into an agreement dated August 21st, 2023 (hereinafter “Agreement”) for the Banzai financial literacy Curriculum (hereinafter “Services”).

WHEREAS, pursuant to the requires under 8 NYCRR 121, Contractor maintains the data security and privacy plan described herein in connection with the Services provided to the School District.

1. During the term of the Agreement with the School District, Contractor will implement all state, federal and local data security and privacy requirements, consistent with the School District’s Data Security and Privacy Policy in the following way(s):

Banzai follows all applicable laws and regulations, in addition to industry best practices, related to the privacy and security of user and district data.

2. Contractor has in place the following administrative, operational and technical safeguards and practices to protect personally identifiable information that it will receive under the Agreement:

All data is encrypted in-transit and at-rest and is stored in secure data centers. Additionally, other industry best-practice policies are implemented.

3. Contractor shall comply with 8 NYCRR 121 in that it acknowledges that it has reviewed the School District’s Parents Bill of Rights for Data Privacy and Security and will comply with same.

a. Contractor will use the student data or teacher or principal data only for the exclusive purposes defined in the Agreement.

b. Contractor will ensure that the subcontractor(s) or other authorized persons or entities to whom Contractor will disclose the student data or teacher and principal data, if any, will abide by all applicable data protection and security requirements as described in the “Supplemental Information” appended to the Agreement.

c. At the end of the term of the Agreement, Contractor will destroy, and at the direction of the School District return, all student data and all teacher



and principal data in accordance with the “Supplemental Information” appended to the Agreement.

- d. Student data and teacher and principal data will be stored in accordance with the “Supplemental Information” appended to the Agreement.
- e. Student data and teacher and principal data in motion and at rest will be protected using an encryption method that meets the standards described in 8 NYCRR 121.

4. Prior to receiving access to student data and/or teacher and principal data, officer(s) and employee(s) of Contractor and any assignees who will have access to student data or teacher or principal data shall receive training on the federal and state laws governing confidentiality of such data. Such training shall be provided:

Specify date of each training

Training is provided on an ongoing basis to both new and existing employees. Only limited employees with a specific purpose have access to user data.

5. Subcontractors (check one):

Contractor shall not utilize sub-contractors.

✓ Contractor shall utilize sub-contractors. Contractor shall manage the relationships and contracts with such sub-contractors in the following ways in order to ensure personally identifiable information is protected:

Subcontractors are required to have policies and procedures in place offering equal or greater protections to user data than those directly imposed upon Banzai.

6. Contractor has the following procedures, plans or protocols in place to manage data security and privacy incidents that implicate personally identifiable information:

Policies and procedures are in line with all applicable law and regulation, in addition to those requirements set forth by individual agreements with school districts. The district will be notified pursuant to requirements legally set forth in applicable legislation and regulation.




Procedures, plans or protocols must, at a minimum, specify plans to identify breaches and unauthorized disclosures, and to promptly notify the School District.

7. Termination of Agreement.
 - a. Within 30 days of termination of the Agreement, Contractor shall delete or destroy all student data or teacher or principal data in its possession;
AND
 - b. Within days of termination of the Agreement, Contractor shall Returned all data to the School District using ; OR
Transition all data to a successor contractor designated by the School District in writing using .

8. In the event of a conflict between the terms of this Data Security and Privacy Plan and the terms of the Agreement, the terms of this Data Security and Privacy Plan shall control. All of the defined terms in the Agreement shall have the same definitions in the Data Security and Privacy Plan, unless otherwise defined herein. Except as expressly set forth in this Data Security and Privacy Plan, the terms and conditions of the Agreement shall remain unmodified and in full force and effect.

IN WITNESS WHEREOF, the Contractor hereto has executed this Data Security and Privacy Plan as of Aug 25, 2023.

CONTRACTOR

By: Morgan Vandagriff
Title: President