

- 2.9 “Participating School District” means a public school district or board of cooperative educational services that obtains access to Vendor’s product/service through a cooperative educational services agreement (“CoSer”) with BOCES, or other entity that obtains access to Vendor’s product/service through an agreement with BOCES, and also includes the Delaware-Chenango-Madison-Otsego BOCES when it uses the Product to support its own educational programs or operations.
- 2.10 “Assignee” and “Subcontractor” shall each mean any person or entity that receives, stores, or processes Protected Information covered by this Contract from Vendor for the purpose of enabling or assisting Vendor to deliver the product or services covered by this Contract.
- 2.11 “This Contract” means the underlying contract as modified by this Addendum.

### **3. Vendor Status**

Vendor acknowledges that for purposes of New York State Education Law Section 2-d it is a third-party contractor, and that for purposes of any Protected Information that constitutes education records under the Family Educational Rights and Privacy Act (FERPA) it is a school official with a legitimate educational interest in the educational records.

### **4. Confidentiality of Protected Information**

Vendor agrees that the confidentiality of Protected Information that it receives, processes, or stores will be handled in accordance with all state and federal laws that protect the confidentiality of Protected Information, and in accordance with the BOCES Policy on Data Security and Privacy, a copy of which is Attachment B to this Addendum.

### **5. Vendor Employee Training**

Vendor agrees that any of its officers or employees, and any officers or employees of any Assignee of Vendor, who have access to Protected Information will receive training on the federal and state law governing confidentiality of such information prior to receiving access to that information.

### **6. No Use of Protected Information for Commercial or Marketing Purposes**

Vendor warrants that Protected Information received by Vendor from BOCES or any Participating School District, or by any Assignee of Vendor, shall not be sold or used for any commercial or marketing purposes; shall not be used by Vendor or its Assignees for purposes of receiving remuneration, directly or indirectly; shall not be used by Vendor or its Assignees for advertising purposes; shall not be used by Vendor or its Assignees to develop or improve a product or service; and shall not be used by Vendor or its Assignees to market products or services to students.

## **7. Ownership and Location of Protected Information**

- 7.1 Ownership of all Protected Information that is disclosed to or held by Vendor shall remain with the applicable Participating School District, and with BOCES to the extent that it acts on behalf of the Participating School District. Vendor shall acquire no ownership interest in education records or Protected Information.
- 7.2 BOCES and a Participating School District shall have access to the Participating School District's Protected Information at all times through the term of this Contract. BOCES and a Participating School District shall have the right to import or export Protected Information in piecemeal or in its entirety at their discretion, without interference from Vendor.
- 7.3 Vendor is prohibited from data mining, cross tabulating, and monitoring data usage and access by BOCES or a Participating School District or their authorized users, or performing any other data analytics other than those required to provide the Product specified for a particular Participating School District in the applicable BOCES Purchase Order. Vendor is allowed to perform industry standard back-ups of Protected Information. Documentation of back-up must be provided to BOCES upon request.
- 7.4 All Protected Information shall remain in the continental United States (CONUS) or Canada. Any Protected Information stored, or acted upon, must be located solely in data centers in CONUS or Canada. Services which directly or indirectly access Protected Information may only be performed from locations within CONUS or Canada. All helpdesk, online, and support services which access any Protected Information must be performed from within CONUS or Canada.

## **8. Purpose for Sharing Protected Information**

The exclusive purpose for which Vendor is being provided access to Protected Information is to provide the product or services that are the subject of this Contract to BOCES and Participating School Districts.

## **9. Downstream Protections**

Vendor agrees that, in the event that Vendor subcontracts with or otherwise engages another entity in order to fulfill its obligations under this Contract, including the purchase, lease, or sharing of server space owned by another entity, that entity shall be deemed to be an "Assignee" of Vendor for purposes of Education Law Section 2-d, and Vendor will only share Protected Information with such entities if those entities are contractually bound to observe the same obligations to maintain the privacy and security of Protected Information as are required of Vendor under this Contract and all applicable New York State and federal laws.

## **10. Protected Information and Contract Termination**

- 10.1 The expiration date of this Contract is defined by the underlying contract.

- 10.2 Upon expiration of this Contract without a successor agreement in place, Vendor shall assist BOCES in exporting all Protected Information previously received from, or then owned by, BOCES or a Participating School District.
- 10.3 Vendor shall thereafter securely delete and overwrite any and all Protected Information remaining in the possession of Vendor or its assignees or subcontractors (including all hard copies, archived copies, electronic versions or electronic imaging of hard copies of shared data) as well as any and all Protected Information maintained on behalf of Vendor in secure data center facilities.
- 10.4 Vendor shall ensure that no copy, summary or extract of the Protected Information or any related work papers are retained on any storage medium whatsoever by Vendor, its subcontractors or assignees, or the aforementioned secure data center facilities.
- 10.5 To the extent that Vendor and/or its subcontractors or assignees may continue to be in possession of any de-identified data (data that has had all direct and indirect identifiers removed) derived from Protected Information, they agree not to attempt to re-identify de-identified data and not to transfer de-identified data to any party.
- 10.6 Upon request, Vendor and/or its subcontractors or assignees will provide a certification to BOCES from an appropriate officer that the requirements of this paragraph have been satisfied in full.

## **11. Data Subject Request to Amend Protected Information**

- 11.1 In the event that a parent, student, or eligible student wishes to challenge the accuracy of Protected Information that qualifies as student data for purposes of Education Law Section 2-d, that challenge shall be processed through the procedures provided by the student's district of enrollment for amendment of education records under the Family Educational Rights and Privacy Act (FERPA).
- 11.2 In the event that a teacher or principal wishes to challenge the accuracy of Protected Information that qualifies as teacher or principal Protected Information for purposes of Education Law Section 2-d, that challenge shall be processed through the appeal process, if any, in the APPR Plan of the employing educational agency.
- 11.3 Vendor will cooperate with BOCES in retrieving and revising Protected Information, but shall not be responsible for responding directly with the data subject.

## **12. Vendor Data Security and Privacy Plan**

- 12.1 Vendor agrees that for the life of this Contract the Vendor will maintain the administrative, technical, and physical safeguards described in the Data Security and Privacy Plan set forth in Attachment C to this Contract and made a part of this Contract.
- 12.2 Vendor warrants that the conditions, measures, and practices described in the Vendor's Data Security and Privacy Plan:

- a. align with the NIST Cybersecurity Framework 1.0;
- b. equal industry best practices including, but not necessarily limited to, disk encryption, file encryption, firewalls, and password protection;
- c. outline how the Vendor will implement all state, federal, and local data security and privacy contract requirements over the life of the contract, consistent with the BOCES data security and privacy policy (Attachment B);
- d. specify the administrative, operational and technical safeguards and practices it has in place to protect Protected Information that it will receive under this Contract;
- e. demonstrate that it complies with the requirements of Section 121.3(c) of this Part;
- f. specify how officers or employees of the Vendor and its assignees who have access to Protected Information receive or will receive training on the federal and state laws governing confidentiality of such data prior to receiving access;
- g. specify if the Vendor will utilize sub-contractors and how it will manage those relationships and contracts to ensure Protected Information is protected;
- h. specify how the Vendor will manage data security and privacy incidents that implicate Protected Information including specifying any plans to identify breaches and unauthorized disclosures, and to promptly notify BOCES; and
- i. describe whether, how and when data will be returned to BOCES, transitioned to a successor contractor, at BOCES's option and direction, deleted or destroyed by the Vendor when the contract is terminated or expires.

**13. Additional Vendor Responsibilities**

Vendor acknowledges that under Education Law Section 2-d and related regulations it has the following obligations with respect to any Protected Information, and any failure to fulfill one of these statutory obligations shall be a breach of this Contract:

- 13.1 Vendor shall limit internal access to Protected Information to those individuals and Assignees or subcontractors that need access to provide the contracted services;
- 13.2 Vendor will not use Protected Information for any purpose other than those explicitly authorized in this Contract;
- 13.3 Vendor will not disclose any Protected Information to any party who is not an authorized representative of the Vendor using the information to carry out Vendor's obligations under this Contract, or BOCES or a Participating School District unless (1) Vendor has the prior written consent of the parent, eligible student, or teacher or principal to disclose the information to that party, or (ii) the disclosure is required by statute or court order, and notice of the disclosure is provided to BOCES no later than

the time of disclosure, unless such notice is expressly prohibited by the statute or court order;

13.4 Vendor will maintain reasonable administrative, technical, and physical safeguards to protect the security, confidentiality, and integrity of Protected Information in its custody;

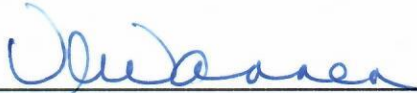
13.5 Vendor will use encryption technology to protect data while in motion or in its custody from unauthorized disclosure using a technology or methodology specified by the secretary of the U S. Department of HHS in guidance issued under P.L. 111-5, Section 13402(H)(2);

13.6 Vendor will notify the educational agency from which student data is received of any breach of security resulting in an unauthorized release of student data by the Vendor or its Assignees in violation of state or federal law, or of contractual obligations relating to data privacy and security in the most expedient way possible and without unreasonable delay but no more than seven calendar days after the discovery of the breach; and

13.7 Where a breach or unauthorized disclosure of Protected Information is attributed to the Vendor, the Vendor shall pay for or promptly reimburse BOCES and any affected Participating School District for the full cost incurred by BOCES or the Participating School District to send notifications required by Education Law Section 2-d.

For Delaware-Chenango-Madison-Otsego BOCES

For Agile Sports Technologies, Inc. dba Hudl



Name: Vanessa Warren  
President of the Board of Education

Name: Tyler Kvasnicka  
Sales Manager

Date: 6-5-2024

Date: 5/24/2024

## Attachment A – Parents’ Bill of Rights for Data Security and Privacy

### Delaware-Chenango-Madison-Otsego BOCES Parent’s Bill of Rights for Data Privacy and Security

#### DCMO BOCES Parents’ Bill of Rights for Data Privacy and Security

DCMO BOCES seeks to use current technology, including electronic storage, retrieval, and analysis of information about students’ education experience in the district, to enhance the opportunities for learning and to increase the efficiency of our district and school operations.

DCMO BOCES seeks to insure that parents have information about how the District stores, retrieves, and uses information about students, and to meet all legal requirements for maintaining the privacy and security of protected student data and protected principal and teacher data, including Section 2-d of the New York State Education Law.

To further these goals, DCMO BOCES has posted this Parents’ Bill of Rights for Data Privacy and Security.

- (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. The procedures for exercising this right can be found in Board Policy 601. You may access this Policy from the District’s website.
- (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 the State is available at <http://www.p12.nysed.gov/irs/sirs/documentation/NYSEDstudentData.xlsx> and a copy may be obtained by writing to the Office of Information & Reporting Services, New York State Education Department, Room 863 EBA, 89 Washington Avenue, Albany, New York 12234.
- (5) Parents have the right to have complaints about possible breaches of student data addressed. Complaints should be directed in writing to the Chief Privacy Officer, New York State Education Department, Room 863 EBA, 89 Washington Avenue, Albany, New York 12234.

Agile Sports Technologies, Inc. dba Hudl



Tyler Kvasnicka:

Sales Manager:

Date: 5/24/2024

Supplemental Information About This Contract

<p><b>CONTRACTOR</b> NAME</p>	<p>Agile Sports Technologies, Inc. dba Hudl</p>
<p><b>PRODUCT</b> NAME</p>	<p>A complete suite of video and data products which includes software, hardware, and services. Including online coaching tools, mobile and desktop apps, smart cameras, analytics, recruiting facilitation, and livestreaming.</p>
<p><b>PURPOSE</b> DETAILS</p>	<p>The exclusive purpose for which Vendor is being provided access to Protected Information is to provide the product or services that are the subject of this Contract to BOCES and Participating School Districts.</p> <p>The product or services are used to ensure coaches and athletes can capture every moment of sports footage.</p>
<p><b>SUBCONTRACTOR</b> DETAILS</p>	<p>This contractor will not use subcontractors.</p> <p><b>OR</b></p> <p>Vendor represents that it will only share Protected Information with subcontractors if those subcontractors are contractually bound to observe the same obligations to maintain the privacy and security of Protected Information as are required of Vendor under this Contract and all applicable New York State and federal laws.</p>
<p><b>DATA DESTRUCTION</b> INFORMATION</p>	<p>The agreement expires June 30, 2025.</p> <p>Upon expiration of this Contract without a successor agreement in place, Vendor shall assist BOCES in exporting all Protected Information previously received from, or then owned by, BOCES or a Participating School District. Vendor shall thereafter securely delete and overwrite any and all Protected Information remaining in the possession of Vendor or its assignees or subcontractors (including all hard copies, archived copies, electronic versions or electronic imaging of hard copies of shared data) as well as any and all Protected Information maintained on behalf of Vendor in secure data center facilities. Vendor shall ensure that no copy, summary or extract of the Protected Information or any related work papers are retained on any storage medium whatsoever by Vendor, its subcontractors or assignees, or the aforementioned secure data center facilities.</p>
<p><b>DATA ACCURACY</b> INFORMATION</p>	<p>In the event that a parent, student, or eligible student wishes to challenge the accuracy of Protected Information that qualifies as student data for purposes of Education Law Section 2-d, that challenge shall be processed through the procedures provided by the student's district of enrollment for amendment of education records under the Family Educational Rights and Privacy Act (FERPA).</p> <p>In the event that a teacher or principal wishes to challenge the accuracy of Protected Information that qualifies as teacher or principal Protected Information for purposes of Education Law Section 2-d, that challenge shall be processed through the appeal process, if any, in the APPR Plan of the employing educational agency.</p>

<b>SECURITY PRACTICES</b>	<p>The data is stored in the continental United States (CONUS) or Canada.</p> <p>Vendor will maintain administrative, technical, and physical safeguards that equal industry best practices including, but not necessarily limited to, disk encryption, file encryption, firewalls, and password protection, and that align with the NIST Cybersecurity Framework 1.0. Vendor will use encryption technology to protect data while in motion or in its custody from unauthorized disclosure using a technology or methodology specified by the secretary of the U.S. Department of HHS in guidance issued under P.L. 111-5, Section 13402(H)(2).</p>
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