CONFIDENTIALITY AND DATA SECURITY AND PRIVACY
STANDARDS ADDENDUM

This Addendum to the "Edpuzzle Terms of Service and Privacy Policy" (hereinafter, the "Agreement") is made and entered into on December 10, 2020, by and between EDpuzzle, Inc. (the "Vendor"), and Watervliet City School District (the "District").

WHEREAS, the District and the Vendor have entered into the Agreement, as set forth above, for the use of the Edpuzzle Service (the "Service"), a web-based instructional software providing video-editing tools and student progress analytics; and

WHEREAS, the Vendor will receive "student data" as that term is defined in New York's Education Law §2-D; and

WHEREAS, both the District and the Vendor are desirous of fulfilling their respective obligations under federal and state data security and privacy laws, including, but not limited to, New York's Education Law §2-D;

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

1. Vendor, its employees, subcontractors and/or agents agree that all information obtained in connection with the services provided for in the Agreement is deemed confidential information. Vendor, its employees, subcontractors and/or agents shall not use, publish, discuss, disclose or communicate the contents of such information, directly or indirectly with third parties, except as provided for in the Agreement. Vendor further agrees that any information received by Vendor, its employees, and/or agents during the course of the services provided pursuant to the Agreement which concerns the personal, financial, or other affairs of the District, its employees, agents, clients, and/or students will be treated by Vendor, its employees, and/or agents in full confidence and will not be revealed to any other persons, firms, or organizations except as strictly necessary to provide the Service.

2. Vendor acknowledges that it may receive and/or come into contact with personally identifiable information, as defined by New York Education Law §2-D, from records maintained by the District that directly relate to a student(s) (hereinafter referred to as "education record"). 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 federal and state laws and regulations. Vendor further understands and agrees that it is responsible for complying with federal, state, and local data security and privacy standards for all personally identifiable information from education records, and it shall:

   a. limit internal access to education records to those individuals that are determined to have legitimate educational interests;
   b. not use the education records for any other purposes that those explicitly authorized in the

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   Agreement;
   c. maintain reasonable administrative, technical and physical safeguards to protect the security, confidentiality and integrity of education records in its custody; and d. 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 United States department of health and human services in guidance issued under Section 1 3402(H)(2) of Public Law 111-5.

3. Vendor further understands and agrees that it is responsible for submitting a data security and privacy plan to the District prior to the start of the term of the Agreement. Such plan shall be attached to this Addendum as **Exhibit "A"** and it shall outline how all state, federal and local data security and privacy contract requirements will be implemented over the life of the contract.

4. The District agrees to submit a copy of the District's Parents' Bill of Rights, which shall be acknowledged by the Vendor and attached to this Addendum as **Exhibit "B"**. Additionally, Vendor understands that as part of District's obligations under New York Education Law §2-D, Vendor is responsible for providing the District with supplemental information to be included in the District's Parents' Bill of Rights. Such supplemental information shall be provided to School District within ten (10) days of execution of this Addendum and shall include:

a. the 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, where feasible, or destroyed, upon expiration of the Agreement;
d. if and how a parent, student, or eligible student may challenge the accuracy of the student 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.

The aforementioned information shall be provided as part of the Data Security and Privacy Plan, attached hereto as **Exhibit "A"**.

5. In the event of a breach of this Addendum and unauthorized release of student data, Vendor shall notify the District without undue delay and advise it as to the nature of the breach and steps Vendor has taken to minimize said breach. In the case of required notification to a parent or eligible student, Vendor shall promptly reimburse the District for the full cost of such notification. Vendor shall indemnify and hold the District harmless from any claims arising from its breach of the within confidentiality and data security and privacy standards provision.

6. Upon termination of the Agreement and written request by the District, Vendor shall return, where feasible, or destroy, all confidential information obtained in connection with the services provided therein and/or student data. Destruction of the confidential information and/or student

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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.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

Watervliet City School District Name: Dr. Lori

Caplan

Title: Superintendent

Signature: _Lori S Caplan EdD_

Date: 12/16/2020

_____

EDPUZZLE, INC. Name:

_____ Title:

Signature:

_____ Date:

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EXHIBIT "A"
EDPUZZLE DATA PRIVACY AND SECURITY PLAN
AND SUPPLEMENTAL INFORMATION

The technical and organizational measures provided in this Data Privacy and Security Plan (hereinafter, "DPSP") apply to EDpuzzle, Inc. (hereinafter, "Edpuzzle") in the processing of Student Data as provided in the Agreement and this Addendum.

1. COMPLIANCE WITH THE LAW

Edpuzzle hereby commits to fully comply with all applicable federal and state laws and regulations on data protection that apply to the processing of PII that is the subject matter of the Agreement. Such laws and regulations may include, without limitation:

(a) New York State Education Law §2-D.
(b) Family Educational Rights and Privacy Act of 1974 ("FERPA").
(c) Children's Online Privacy Protection Act ("COPPA").
(d) Children's Internet Protection Act ("CIPA").
(e) Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), if applicable.

2. DATA PROTECTION

2.1. Student and Teacher Data will be used by Edpuzzle for improving the Services and for the following limited purposes:

a) to create the necessary accounts to use the Service (student accounts);
b) to provide teachers with analytics on student progress;
c) to send teachers email updates, if applicable;
d) to help teachers connect with other teachers from the same school or district;
e) to assess the quality of the Service;
f) to secure and safeguard personal information of other data subjects;
g) to comply with all applicable laws on the protection of personal information.

Edpuzzle shall not use PII for any purposes other than those authorized pursuant to the Agreement and may not use PII for any targeted advertising or other commercial uses.

2.2. Edpuzzle shall keep strictly confidential all PII that it processes on behalf of District. Edpuzzle shall ensure that any person that it authorizes to process the PII (including Edpuzzle's staff, agents or subcontractors) (each an "authorized person") shall be subject to a strict duty of confidentiality. Edpuzzle shall ensure that only authorized persons will have access to, and process, PII, and that such access and processing shall be limited to the extent strictly necessary to provide the contracted services.

2.3. During their tenure, all employees are required to complete a refresh of privacy and security training

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at least annually. They are also required to acknowledge that they have read and will follow Edpuzzle's information security policies at least annually. Some employees, such as engineers, operators and support personnel who may have elevated access to systems or data, will receive additional job-specific training on privacy and security. Edpuzzle may also test employees to ensure they have fully understood security policies. Employees are required to report security and privacy issues to appropriate internal teams in accordance with Edpuzzle's Incident Response Plan ("IRP"). Employees are informed that failure to comply with acknowledged policies may result in consequences, up to and including termination of employment agreements.

2.4. Edpuzzle shall not retain any personal data upon completion of the contracted services unless a student, parent or legal guardian of a student may choose to independently establish or maintain an electronic account with Edpuzzle after the expiration of the Agreement for the purpose of storing student-generated content.

2.5. Parents, legal guardians, or eligible students may review personally identifiable information in the student's records and correct erroneous information by contacting their educational institution. Additionally, users may access, correct, update, or delete personal information in their profile by signing into Edpuzzle, accessing their Edpuzzle account, and making the appropriate changes.

3. DATA SECURITY

3.1. Edpuzzle shall implement and maintain reasonable and appropriate technical and organizational security measures to protect the PII with respect to data storage, privacy, from unauthorized access, alteration, disclosure, loss or destruction. Such measures include, but are not limited to:

– Pseudonymisation and encryption of PII.

– Password protection.

– Ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services.

– Restore the availability and access to personal data in a timely manner in the event of a technical incident.

– Regularly test, assess and evaluate the effectiveness of technical and organizational measures ensuring the security of the processing.

3.2. In the event that PII is no longer needed for the specific purpose for which it was provided, including any copies of the personal data that may reside in system backups, temporary files, or other storage media, it shall be destroyed as per best practices for data destruction or returned to District using commercially reasonable care, security procedures and practices.

3.3. Upon the discovery by Edpuzzle of a breach of security that results in the unauthorized release, disclosure, or acquisition of student data, or the suspicion that such a breach may have occurred, Edpuzzle shall:

    (a)   promptly notify District of such incident. Edpuzzle will provide District with reasonably requested information about such security breach and status of any remediation and restoration activities; and

    (b)   Complaints on how breaches of Student Data are addressed shall be made to Edpuzzle's Data Protection Officer at Av. Pau Casals 16, Ppal. 2-B, 08021 Barcelona, Spain or at privacy@edpuzzle.com, as foreseen in Edpuzzle's Privacy Policy.

4. COOPERATION AND INDIVIDUALS' RIGHTS

4.1. To the extent permitted by applicable laws, Edpuzzle shall provide reasonable and timely assistance to District to enable District to respond to:

    (1)   any request from an individual to exercise any of its rights under applicable data protection laws and regulations; and

    (2)   any other correspondence, enquiry or complaint received from an individual, regulator, court or other third party in connection with the processing of Student Data.

4.2. In the event that any such communications are made directly to Edpuzzle, Edpuzzle shall instruct such individual to contact District directly.

4.3. Parents and legal guardians shall have the right to inspect and review the complete contents of his or her child's processed personal data. Parents and legal guardians that request copies of their children's personal information shall contact District's personnel to that end. At any time, District can refuse to permit Edpuzzle to further collect personal information from its students, and can request deletion of the collected personal information by contacting Edpuzzle at privacy@edpuzzle.com.

5. THIRD-PARTY SERVICE PROVIDERS

5.1. Edpuzzle assesses the privacy and security policies and practices of third-party service providers. To that effect, Edpuzzle hereby declares to have agreements in place with such service providers to ensure that they are capable of complying with Edpuzzle's Privacy Policies and thus comply with industry standards on data protection.

5.2. Edpuzzle only sends personal identifiable information to third-party services that are required to support the service and fully attend Edpuzzle's user needs.

5.3. Edpuzzle's list of third-party service providers is maintained online and may be found in Edpuzzle's Privacy Policy.

5.4. In all cases, Edpuzzle shall impose the data protection terms on any third-party service provider it appoints that at a minimum meets the requirements provided for by the Agreement.

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6. DATA STORAGE

6.1. The data is stored in externalized databases that are currently being provided by MongoDB Atlas (security compliance information), and simultaneously hosted on Amazon Web Services (security and compliance information) in North Virginia (United States).

6.2. User-generated content (which may or not contain personal information) may be temporarily stored in other countries in order for Edpuzzle to provide a better service. Concretely, uploaded videos, audios or images may have a copy temporarily stored in other regions to reduce the time of load. This would happen if, for example, a user accessed Edpuzzle from Europe and displayed a video created by an American teacher. In such a case, a temporary copy of such media would be hosted on the European server Amazon Web Services has in that region.

7. AGREEMENT EXPIRATION AND DISPOSITION OF DATA

7.1. The Service Agreement shall expire either (a) at District's request upon proactive deletion of user accounts; or (b) in the absence of any specific request or action, after eighteen (18) months of account inactivity.

7.2. The District will have the ability to download names, responses, results and grades obtained by students in their assignments ("Student Gradebooks") at any point prior to deletion. Except as otherwise provided in the laws, return or transfer of data, other than Student Gradebooks, to the District, shall not apply if proven to be incompatible with the Service, technically impossible or to involve a disproportionate effort for Edpuzzle. In such events, and upon written request by the District, Edpuzzle shall proceed to deletion of personally identifiable information in a manner consistent with the terms of this DSP S, unless prohibited from deletion or required to be retained under state or federal law.

7.3. Without prejudice to the foregoing, Edpuzzle may keep copies and/or backups of data as part of its disaster recovery storage system, provided such data is (a) inaccessible to the public; (b) unable to be used in the normal course of business by the company; and (c) deleted after a maximum term of thirteen (13) months since the creation of said copies and/or backups. In case such copies and/or backups are used by Edpuzzle to repopulate accessible data following a disaster recovery, the District shall be entitled to demand from the company the immediate deletion of said copies and/or backups, by sending a written request at privacy@edpuzzle.com.

8. EDPUZZLE'S TERMS OF SERVICE AND PRIVACY POLICY

For all aspects not envisaged in this Data Security and Privacy Plan, Edpuzzle shall subject student data processing to its own Terms of Service and Privacy Policy, to the extent such documents do not contravene the Agreement by any means, in which case the provisions foreseen in the Agreement shall prevail.

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EXHIBIT "B"

PARENTS' BILL OF RIGHTS FOR DATA PRIVACY AND SECURITY (2020)

The Watervliet City School District 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, the District 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/student-data-privacy/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/guardians have the right to have complaints about possible breaches of student data addressed. Complaints should be directed to the District Data Protection Officer, Kirsten DeMento at 518-629-3231 or kdemento@vlietschools.org.

6)   Parents have the right to have complaints about possible breaches of student data addressed. Complaints should be directed in writing to Privacy Complaint, Chief Privacy Officer, New York State Education Department, 89 Washington Avenue, Albany, New York 12234. Complaints may also be submitted using the form available at the following website http://www.nysed.gov/student-data-privacy/form/report-improper-disclosure.

APPENDIX

Supplemental Information Regarding Third-Party Contractors

In the course of complying with its obligations under the law and providing educational services to District residents, the Watervliet City School District has entered into agreements with certain third-party contractors. Pursuant to these agreements, third-party contractors may have access to "student data" and/or "teacher or principal data," as those terms are defined by law and regulation.

For each contract or other written agreement that the District enters into with a third-party contractor where the third-party contractor receives student data or teacher or principal data from the District, the following supplemental information will be included with this Bill of Rights:

1)   The exclusive purposes for which the student data or teacher or principal data will be used by the third-party contractor, as defined in the contract;

2)   How the third-party contractor will ensure that the subcontractors, or other authorized persons or entities to whom the third-party contractor will disclose the student data or teacher or principal data, if any, will abide by all applicable data protection and security requirements, including but not limited to those outlined in applicable laws and regulations (e.g., FERPA; Education Law Section 2-d);

3)   The duration of the contract, including the contract's expiration date, and a description of what will happen to the student data or teacher or principal data upon expiration of the contract or other written agreement (e.g., whether, when, and in what format it will be returned to the District, and/or whether, when, and how the data will be destroyed);

4)   If and how a parent, student, eligible student, teacher, or principal may challenge the accuracy of the student data or teacher or principal data that is collected;

5)   Where the student data or teacher or principal data will be stored, described in a manner as to protect data security, and the security protections taken to ensure the data will be protected and data privacy and security risks mitigated; and

6)   Address how the data will be protected using encryption while in motion and at rest.

7)   Third-party contractors are also required to:
a. Provide training on federal and state law governing confidentiality to any officers, employees, or assignees who have access to student date or teacher or principal data;
b. Limit internal access to education records to those individuals who have a legitimate educational interest in such records.
c. Not use educational records for any other purpose than those explicitly authorized in the contract;
d. Not disclose personally identifiable information to any other party without the prior written consent of the parent or eligible student; or (ii) unless required by statute or court order and the third-party contractor provides a notice of the disclosure to the New York State Education Department, board of education, or institution that provided the information no later than the time the information is disclosed, unless providing notice of the disclosure is expressly prohibited by the statute or court order;
e. Maintain reasonable administrative, technical and physical safeguards to protect the security, confidentiality and integrity of personally identifiable student information in its custody;
f. Use encryption technology to protect data while in motion or in its custody from unauthorized disclosure as specified in Education Law 2-d;
g. Notify Watervliet City School District of any breach of security resulting in an unauthorized release of student data, in the most expedient way possible and without unreasonable delay;
h. Provide a data security and privacy plan outlining how all state, federal and local data security and privacy contract requirements will be implemented over the life of the contract;
i. Provide a signed copy of this Bill of Rights to the Watervliet City School District thereby acknowledging that they aware of and agree to abide by this Bill of Rights.
8) This Bill of Rights is subject to change based on regulations of the Commissioner of Education and the New York State Education Department Chief Privacy Officer, as well as emerging guidance documents.

Lori Caplan-Colon
_____   _____
Superintendent   Signature
          Date   12/16/2020

_____   _____
Vendor Name   Signature
          Date

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