

## **Addendum E**

### **PARENTS' BILL OF RIGHTS – SUPPLEMENTAL INFORMATION ADDENDUM**

1. **EXCLUSIVE PURPOSES FOR DATA USE:** The exclusive purposes for which “student data” or “teacher or principal data” (as those terms are defined in Education Law Section 2-d and collectively referred to as the “Confidential Data”) will be used by Tobii Dynavox LLC
  - a. (the “Vendor”) are limited to the purposes authorized in the contract between the Vendor and Sullivan County BOCES (the “BOCES”) dated 9/22/22 (the “Contract Date”).
2. **SUBCONTRACTOR OVERSIGHT DETAILS:** The Vendor will ensure that any subcontractors, or other authorized persons or entities to whom the Vendor will disclose the Confidential Data, if any, are contractually required to abide by all applicable data protection and security requirements, including but not limited to, those outlined in applicable State and Federal laws and regulations (e.g., Family Educational Rights and Privacy Act (“FERPA”); Education Law § 2-d; 8 NYCRR § 121).
3. **CONTRACT PRACTICES:** The Contract commences and expires on the dates set forth in the Contract, unless earlier terminated or renewed pursuant to the terms of the Contract. On or before the date the Contract expires, protected data will be destroyed by the Vendor as directed by the BOCES.
4. **DATA ACCURACY/CORRECTION PRACTICES:** A parent or eligible student can challenge the accuracy of any “education record”, as that term is defined in the FERPA, stored by the BOCES in a Vendor’s product and/or service by following the BOCES’s procedure for requesting the amendment of education records under the FERPA. Teachers and principals may be able to challenge the accuracy of APPR data stored by BOCES in Vendor’s product and/or service by following the appeal procedure in the BOCES’s APPR Plan. Unless otherwise required above or by other applicable law, challenges to the accuracy of the Confidential Data shall not be permitted.
5. **SECURITY PRACTICES:** Confidential Data provided to Vendor by the BOCES will be stored see attached in addendum F. The measures that Vendor takes to protect Confidential Data will align with the NIST Cybersecurity Framework, including but not necessarily limited to, disk encryption, file encryption, firewalls, and password protection.
6. **ENCRYPTION PRACTICES:** The Vendor will apply encryption to the Confidential Data while in motion and at rest at least to the extent required by Education Law Section 2-d and other applicable law.

**Addendum F**

**VENDOR'S DATA SECURITY AND PRIVACY PLAN**

Please see attached.

## AMENDMENT

**THIS AMENDMENT** entered into on June 21, 2023 amends the Software License Vendor Agreement dated September 22, 2022 entered into by and between the Sullivan County BOCES ("BOCES") and **Tobii Dynavox LLC** ("Vendor") ("Agreement").

**WHEREAS**, the Agreement expires on July 19, 2023; and

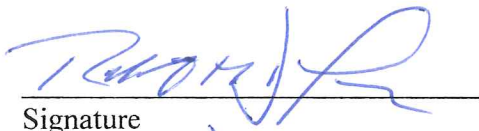
**WHEREAS**, BOCES and Vendor desire to extend the term of the Agreement as reflected herein.

**NOW THEREFORE**, for valuable consideration the Parties hereto amend the Agreement as follows:

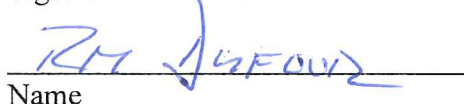
1. **Term.** The Term of the Agreement is hereby extended for one (1) year, such that the Term shall expire on July 19, 2024.
2. **Conflict.** In the event of a conflict between the terms of this Amendment and the terms of the Agreement, the terms of this Amendment shall control. All of the defined terms in the Agreement shall have the same definitions in this Amendment, unless otherwise defined herein.
3. Except as expressly set forth in this Amendment, the terms and conditions of the Agreement shall remain unmodified and in full force and effect.

**IN WITNESS WHEREOF**, the Parties hereto have executed this Amendment as of the date first set forth above.

**SULLIVAN COUNTY BOCES**

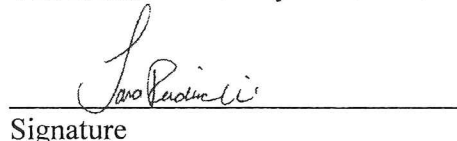


Signature



Name

**VENDOR Tobii Dynavox LLC**



Signature

**Tara Rudnicki - President of North America**  
Name

## AMENDMENT

**THIS AMENDMENT** entered into on July 19, 2024 amends the Software License Vendor Agreement dated September 22, 2022 entered into by and between the Sullivan County BOCES ("BOCES") and Tobii Dynavox LLC ("Vendor") ("Agreement").

**WHEREAS**, the Agreement expires on July 19, 2024; and

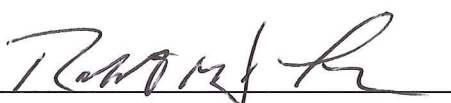
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- 3.** Except as expressly set forth in this Amendment, the terms and conditions of the Agreement shall remain unmodified and in full force and effect.

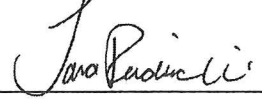
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**SULLIVAN COUNTY BOCES**

  
\_\_\_\_\_  
Signature

  
\_\_\_\_\_  
Name

**TOBII DYNVOX LLC**

  
\_\_\_\_\_  
Signature

Tara Rudnicki  
President, North America  
\_\_\_\_\_  
Name