



Mosyle New York Addendum

THIS NEW YORK ADDENDUM ("NYA"), is a part of the online Terms entered into between Mosyle Corporation, and your School (~~Rochester School for the Deaf~~), available at <https://school.mosyle.com/legal/terms> ("**Main Agreement**").

Each of Mosyle and Customer may be referred to herein as a "**party**" and together as the "**parties**".

The parties have agreed to enter into this NYA in order to ensure conformance to the requirements of New York Education Law Section 2-d.

1. Definitions: "Personal Data" means Student Data as defined in New York Education Law Section 2-d.

2. Mosyle Obligations:

2.1 With respect to all Personal Data, Mosyle 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 than those explicitly authorized in its contract;
- c) except for authorized representatives of Mosyle to the extent they are carrying out the contract, not disclose any personally identifiable information to any other party: (i) without the prior written consent of the parent or eligible student; or (ii) unless required by statute or court order and the party provides a notice of the disclosure to the department, district 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;
- d) maintain reasonable administrative, technical and physical safeguards to protect the security, confidentiality and integrity of personally identifiable student information in its custody;
- e) 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 13402(H) (2) of Public Law 111-5.

2.2 Breach Notification and Response

- a) As stated in section 7 of the Main Agreement, Mosyle Corporation will have a written data breach response plan and will take commercially reasonable steps to notify the School once it becomes aware of a data breach known to involve, or likely involving, School confidential information. The data breach notification will be performed, within the most expedient time possible and without unreasonable delay.



- b) In the event that the School is legally required to notify a parent, eligible student, teacher or principal due to the unauthorized release of Personal Data by Mosyle, Mosyle will promptly reimburse the School for the necessary costs of such notification.

2.3 Training

- a) Mosyle will ensure that all officers and employees who have access to student data or teacher or principal data have received or will receive training on the federal and state law(s) governing confidentiality of such data prior to receiving access.

2.4 Data Deletion

- a) Mosyle will store Personal data on behalf of the School until the termination of the Services in accordance with the Main Agreement. Mosyle will delete all the personal data to the controller after the end of the provision of services relating to processing and deletes existing copies unless prohibited by law or regulation.

2.5 Personal Data shall not be sold or used for marketing purposes.

2.6 The parties agree that the "EDUCATION LAW §2-D BILL OF RIGHTS FOR DATA PRIVACY AND SECURITY" attached as Exhibit A, are incorporated into this agreement.

This NYA is without prejudice to the rights and obligations of the parties under the Main Agreement which shall continue to have full force and effect. In the event of any conflict between the terms of this NYA and the terms of the Main Agreement, the terms of this NYA shall prevail so far as the subject matter concerns the processing of Personal Data.

MOSYLE CORPORATION

BY: 

NAME: Alcyr Araujo

TITLE: CEO

DATE: Aug 18 2023

Rochester School for the Deaf

BY: 

NAME: Carolyn Demko

TITLE: Director, IT

DATE: Aug 18 2023



Exhibit A

EDUCATION LAW §2-D BILL OF RIGHTS FOR DATA PRIVACY AND SECURITY

Parents (includes legal guardians or persons in parental relationships) and Eligible Students (student 18 years and older) can expect the following:

1. A student's personally identifiable information (PII) cannot be sold or released for any commercial purpose. PII, as defined by Education Law § 2-d and FERPA, includes direct identifiers such as a student's name or identification number, parent's name, or address; and indirect identifiers such as a student's date of birth, which when linked to or combined with other information can be used to distinguish or trace a student's identity. Please see FERPA's regulations at 34 CFR 99.3 for a more complete definition.
2. The right to inspect and review the complete contents of the student's education record stored or maintained by an educational agency. This right may not apply to parents of an Eligible Student.
3. State and federal laws such as Education Law § 2-d; the Commissioner of Education's Regulations at 8 NYCRR Part 121, the Family Educational Rights and Privacy Act ("FERPA") at 12 U.S.C. 1232g (34 CFR Part 99); Children's Online Privacy Protection Act ("COPPA") at 15 U.S.C. 6501-6502 (16 CFR Part 312); Protection of Pupil Rights Amendment ("PPRA") at 20 U.S.C. 1232h (34 CFR Part 98); the Individuals with Disabilities Education Act ("IDEA") at 20 U.S.C. 1400 et seq. (34 CFR Part 300); protect the confidentiality of a student's identifiable information.
4. Safeguards associated with industry standards and best practices including but not limited to encryption, firewalls and password protection must be in place when student PII is stored or transferred.
5. A complete list of all student data elements collected by NYSED is available at <http://www.nysed.gov/data-privacy-security/student-data-inventory> and by writing to: Chief Privacy Officer, New York State Education Department, 89 Washington Avenue, Albany, NY 12234.
6. The right to have complaints about possible breaches and unauthorized disclosures of PII addressed. Complaints may be submitted to NYSED at <http://www.nysed.gov/data-privacy-security/report-improper-disclosure>, by mail to: Chief Privacy Officer, New York State Education Department, 89 Washington Avenue, Albany, NY 12234; by email to privacy@nysed.gov; or by telephone at 518-474- 0937.
7. To be notified in accordance with applicable laws and regulations if a breach or unauthorized release of PII occurs.
8. Educational agency workers that handle PII will receive training on applicable state and federal laws, policies, and safeguards associated with industry standards and best practices that protect PII.
9. Educational agency contracts with vendors that receive PII will address statutory and regulatory data privacy and security requirements.



Exhibit A-2

**EDUCATION LAW §2-D BILL OF RIGHTS FOR DATA PRIVACY AND SECURITY
- Supplemental Information**

Name of third party: Mosyle Corporation

What are the exclusive purposes for which the student data or teacher or principal data will be used?

- a) The student data or teacher or principal data will be used to provide the contracted services with the School as outlined in the "Main Agreement".

How would a parent, student, eligible student, teacher or principal may challenge the accuracy of the student data or teacher or principal data that is collected?

- a) Request for access, correction or deletion should be made to the School responsible for managing the personal data.

Where and how is the student data or teacher or principal data stored?

- a) All school data is stored within third party hosted cloud infrastructure within the United States.
- b) Data protections are implemented as described in section 6 of the Main Agreement.
- c) All School Data is encrypted in transit and at rest.