

EXHIBIT D

DATA SHARING AND CONFIDENTIALITY AGREEMENT

INCLUDING
PARENTS BILL OF RIGHTS FOR DATA SECURITY AND PRIVACY
AND
SUPPLEMENTAL INFORMATION ABOUT THE MLSA

1. Purpose

- (a) This Exhibit supplements the Master License and Service Agreement ("MLSA") to which it is attached, to ensure that the MLSA conforms to the requirements of New York State Education Law Section 2-d and any implementing Regulations of the Commissioner of Education (collectively referred to as "Section 2-d"). This Exhibit consists of the terms of this Data Sharing and Confidentiality Agreement, a copy of Erie 1 BOCES' Parents Bill of Rights for Data Security and Privacy signed by the Vendor, and the Supplemental Information about the MLSA that is required to be posted on Erie 1 BOCES' website.
- (b) To the extent that any terms contained within the MLSA, or any terms contained within any other Exhibits attached to and made a part of the MLSA, conflict with the terms of this Exhibit, the terms of this Exhibit will apply and be given effect. In the event that Vendor has online or written Terms of Service ("TOS") that would otherwise be applicable to its customers or users of its Product that is the subject of the MLSA, to the extent that any term of the TOS conflicts with the terms of this Exhibit, the terms of this Exhibit will apply and be given effect.

2. Definitions

Any capitalized term used within this Exhibit that is also found in the MLSA will have the same definition as contained within the MLSA.

In addition, as used in this Exhibit:

- (a) "Student Data" means personally identifiable information, as defined in Section 2-d, from student records that Vendor receives from a Participating Educational Agency pursuant to the MLSA.
- (b) "Teacher or Principal Data" means personally identifiable information relating to the annual professional performance reviews of classroom teachers or principals that is confidential and not subject to release under the provisions of New York Education Law Sections 3012-c or 3012-d, that Vendor receives from a Participating Educational Agency pursuant to the MLSA.
- (c) "Protected Data" means Student Data and/or Teacher or Principal Data to the extent applicable to Vendor's Product.

- (d) "Participating Educational Agency" means a school district within New York State that purchases certain shared instructional technology services and software through a Cooperative Educational Services Agreement with a BOCES, and as a result is licensed to use Vendor's Product pursuant to the terms of the MLSA. For purposes of this Exhibit, the term also includes Erie 1 BOCES or another BOCES that is licensed to use Vendor's Product pursuant to the MLSA to support its own educational programs or operations.

3. Confidentiality of Protected Data

- (a) Vendor acknowledges that the Protected Data it receives pursuant to the MLSA may originate from several Participating Educational Agencies located across New York State, and that this Protected Data belongs to and is owned by the Participating Educational Agency from which it originates.
- (b) Vendor will maintain the confidentiality of the Protected Data it receives in accordance with federal and state law (including but not limited to Section 2-d) and Erie 1 BOCES's policy on data security and privacy. Vendor acknowledges that Erie 1 BOCES is obligated under Section 2-d to adopt a policy on data security and privacy.. Erie 1 BOCES will provide Vendor with a copy of its policy. Vendor and Erie 1 BOCES agree to engage in good faith negotiations to modify this Data Sharing Agreement to the extent necessary to ensure Vendor's continued compliance with Section 2-d.

4. Data Security and Privacy Plan

Vendor agrees that it will protect the confidentiality, privacy and security of the Protected Data received from Participating Educational Agencies in accordance with Erie 1 BOCES' Parents Bill of Rights for Data Privacy and Security, a copy of which has been signed by the Vendor and is set forth below.

Privacy Policy

Protecting your private information is our priority. This Privacy Policy applies to the www.empoweru.education, and EmpowerU, INC ("EMPOWERU," "we," or "us") and governs data collection and usage. For the purposes of this Privacy Policy, unless otherwise noted, all references to EMPOWERU include www.EmpowerU.education and myempoweru.com.

EMPOWERU is an online education website and platform. EMPOWERU works with educational, mental health, and other institutions (each, an "Organization") to provide its educational services to the students and patients of those Organizations (each a "Participant"). EMPOWERU may also provide access to its application to the parents of Participants. By using the EMPOWERU application or any EMPOWERU website, you consent to the data practices described in this Privacy Policy. This Privacy Policy does not apply to websites or practices of companies that EMPOWERU does not own or control, or to individuals that EMPOWERU does not employ or manage.

Please note that EMPOWERU provides its services under the direction and control of the applicable Organization. If you are a Participant or the parent or guardian of a Participant with questions about your

or a Participant's personal information, please contact the Organization that is administering your version of the EMPOWERU application.

Collection and Use of Participant Personal Information

Organization-Uploaded Information. The EMPOWERU application and may be used to collect personally identifiable information about Participants. This information is entered into the EMPOWERU application by the Organizations. Organizations choose the types of personal information that they upload to the EMPOWERU application. This personal information generally may include, names, student or patient IDs, dates of birth, grade level, gender identity, and ethnicity. It will also include the courses that have been assigned to each Participant on the EMPOWERU application.

Participant-Provided Information. As part of our services for Organizations and their Participants, Participants directly upload content directly the EMPOWERU application. This includes the responses to coursework, including potentially deleted responses (as described in EMPOWERU's application introductory materials) as well as communications with the Organization for assistance or potentially with EMPOWERU for technical assistance.

Anonymous Surveys. EMPOWERU may, from time to time, ask Participants to complete anonymous surveys after completing a course. These surveys are used to (a) better understand outcomes and (b) to improve our course offering to Participants. This anonymous data may be compiled and shared for EMPOWERU's business purposes, in compliance with applicable laws.

Use of Non-Participant Personal Information

EMPOWERU may collect personally identifiable information from adult, non-Participant users of the EMPOWERU application and websites, such as parents, teachers, and administrators. The information that we collect from such adult users include names and email address. If you purchase EMPOWERU's products and services, we will collect certain billing information. This information is used to complete the purchase transaction. EMPOWERU may also collect anonymous demographic information, which is not unique to you, such as your age, gender and education level. This is used to personalize and improve our services.

In certain cases, adults may also participate in coursework, including educators taking additional professional training courses and parents or guardians taking modules similar to those provided to Participants. In these cases, EMPOWERU will also receive the information provided by these adults as part of the coursework that they complete.

EMPOWERU collects and uses your personal information to personalize and improve our services; to allow users to set up a user account and profile through the EMPOWERU application; and to operate the EMPOWERU website(s) and deliver the services requested.

EMPOWERU may also use your personally identifiable information to inform you of other products or services available from EMPOWERU and its affiliates and to contact you via surveys to conduct research about your opinion of current services or of potential new services that may be offered.

Application Usage and Cookies

In addition to the information directly collected from the customers and users of the EMPOWERU application and websites, we also collect certain information by automated means regarding the usage of our services. This information can include: your IP address, browser type, domain names, access times and referring website addresses. This information is used for the operation of the EMPOWERU application and websites, to maintain quality of our services, and to provide general statistics regarding use of the EMPOWERU website.

The EMPOWERU websites may use "cookies" to help you personalize your online experience and perform analysis of the use of the EMPOWERU websites. A cookie is a text file that is placed on your Internet-connected device by a web page server. One of the primary purposes of cookies is to provide a convenience feature to save you time. The purpose of a cookie is to tell the Web server that you have returned to a specific page. For example, if you personalize EMPOWERU pages, or register with EMPOWERU websites or services, a cookie helps EMPOWERU to recall your specific information on subsequent visits. This simplifies the process of recording your personal information, such as billing addresses, shipping addresses, and so on. When you return to the same EMPOWERU website, the information you previously provided can be retrieved, so you can easily use the EMPOWERU features that you customized.

You have the ability to accept or decline cookies. Most Web browsers automatically accept cookies, but you can usually modify your browser setting to decline cookies if you prefer. If you choose to decline cookies, you may not be able to fully experience the interactive features of the EMPOWERU services or websites you visit.

Additionally, we use certain third-party service providers, including specifically Google Analytics, to assist us by providing analytics information for our Sites. For more information about Google Analytics' privacy practices, see here: <https://policies.google.com/technologies/partner-sites>. You may opt out of Google Analytics by installing the following browser extension from Google: <https://tools.google.com/dlpage/gaoptout>.

Disclosure of Personal Information

EMPOWERU does not sell, rent or lease its customer lists to third parties.

EMPOWERU may share data with trusted partners to help perform statistical analysis, send you email or postal mail, provide customer support, or arrange for deliveries. All such third parties are prohibited from using this data except to provide these services to EMPOWERU, and they are required to maintain the confidentiality of your information. Where these partners handle personal information of Participants, we require them to meet our commitments to respect the privacy of that information, including in their use of the information, their data retention policies, and their security practices.

While we currently do not have a parent company, any subsidiaries, joint ventures, or other companies under a common control, we may in the future. If we do, we may share some or all information with such affiliates, provided that they honor this Privacy Policy.

Additionally, EMPOWERU may disclose your personal information, without notice, only if such action is necessary to: (a) conform to the edicts of the law or comply with legal process served on EMPOWERU;

(b) protect or defend the rights, safety, or property of EMPOWERU, users of the EMPOWERU application and services (including lawful disclosures in the event that a EMPOWERU application course taker indicates plans for self-harm or harming others); (c) to enforce our agreements, policies, and terms of use;

(d) in an emergency to protect the personal safety of any person.

We also reserve the right to transfer your personal information to a buyer or other transferee in the event of a merger, divestiture, restructuring, reorganization, dissolution, sale, or other transfer of some or all of our assets. Should such a sale, merger, or transfer occur, we will ensure that the successor entity, at the time of the closing of the transaction, either: (i) continues to be bound by the terms and conditions of this Privacy Policy, or (ii) agrees to be bound by privacy and security obligations at least as strong as those set forth in this Privacy Policy.

Third-Party Websites

The EMPOWERU websites or applications may contain links to third-party websites. These third-party websites are not under EMPOWERU's control. We encourage you to review the privacy statements of websites you choose to visit from EMPOWERU so that you can understand how those websites collect, use and share your information. EMPOWERU is not responsible for the privacy statements or other content on websites outside of the EMPOWERU website.

Security and Retention of your Personal Information

We have implemented physical, administrative, and technical measures to secure your personal information from accidental loss and from unauthorized access, use, alteration, and disclosure. We also encrypt all data in transit and at rest. Please note that the electronic transmission of information is not completely secure. We cannot guarantee that the security measures we have in place to safeguard personal information will never be defeated or fail, or that such measures will always be sufficient or effective. Any transmission of personal information is at your own risk.

How long we keep the personal information we collect depends on the type of information, the purpose for which it is used, how sensitive it is, and similar factors. We only maintain the personally identifiable information of Participants for as long as necessary to deliver our services to the applicable Organization. As for other types of personal information, we will retain it for the length of time reasonably needed to fulfill the purposes outlined in this Privacy Policy, unless a longer retention period is required or permitted by law.

Opt-Out & Unsubscribe from Marketing Communication

We respect your privacy and give you an opportunity to opt-out of receiving announcements of our marketing or advertising information. Users may opt-out of receiving any or all marketing communications from EMPOWERU by contacting us here: info@EmpowerU-ed.com.

Do Not Track Signals

Your web browser may let you choose your preference as to whether you want to allow the collection of information about your online activities over time and across different websites or online services. At this time, the EMPOWERU application and websites do not respond to the preferences you may have set in your web browser regarding such collection of your information, and we may continue to collect information in the manner described in this Privacy Policy.

Children Under Thirteen

The EMPOWERU application may be used to collect personally identifiable information for children under the age of thirteen, provided that the child's parent(s) consent to the child using EMPOWERU's products.

If you are under the age of thirteen, you must ask your parent or guardian for written consent and permission to use the EMPOWERU application.

If you are a parent and you have questions regarding our data collection practices, please contact us using the information provided at the end of this Privacy Policy.

Changes to this Privacy Policy

EMPOWERU may occasionally update this Privacy Policy to reflect company and customer feedback or changing legal requirements or business practices. If we make a material change to our Privacy Policy, we will provide a prominent notice to you (by email and/or posting on our website) that our privacy practices have changed and will provide a link to the new policy. We will not change our privacy practices to be inconsistent with our contractual commitments with our Organizations. By continuing to access or use the Services after those changes become effective, you agree to be bound by the revised Privacy Policy.

Additional elements of Vendor's Data Security and Privacy Plan are as follows:

- (a) In order to implement all state, federal, and local data security and privacy requirements, including those contained within this Data Sharing and

Confidentiality Agreement, consistent with Erie 1 BOCES' data security and privacy policy, Vendor will: Review its data security and privacy policy and practices to ensure that they are in conformance with all applicable federal, state, and local laws and the terms of this Data Sharing and Confidentiality Agreement. In the event Vendor's policy and practices are not in conformance, the Vendor will implement commercially reasonable efforts to ensure such compliance.

- (b) In order to protect the security, confidentiality and integrity of the Protected Data that it receives under the MLSA, Vendor will have the following reasonable administrative, technical, operational and physical safeguards and practices in place throughout the term of the MLSA:
- (c) Vendor will comply with all obligations set forth in Erie 1 BOCES' "Supplemental Information about the MLSA" below.
- (d) For any of its officers or employees (or officers or employees of any of its subcontractors or assignees) who have access to Protected Data, Vendor has provided or will provide training on the federal and state laws governing confidentiality of such data prior to their receiving access, as follows: Annually, Vendor will require that all of its employees (or officers or employees of any of its subcontractors or assignees) undergo data security and privacy training to ensure that these individuals are aware of and familiar with all applicable data security and privacy laws.
- (e) Vendor] _____ will X will not utilize sub-contractors for the purpose of fulfilling one or more of its obligations under the MLSA. In the event that Vendor engages any subcontractors, assignees, or other authorized agents to perform its obligations under the MLSA, it will require such subcontractors, assignees, or other authorized agents to execute written agreements as more fully described in Erie 1 BOCES' "Supplemental Information about the MLSA," below.
- (f) Vendor will manage data security and privacy incidents that implicate Protected Data, including identifying breaches and unauthorized disclosures, and Vendor will provide prompt notification of any breaches or unauthorized disclosures of Protected Data in accordance with Section 6 of this Data Sharing and Confidentiality Agreement.
- (g) Vendor will implement procedures for the return, transition, deletion and/or destruction of Protected Data at such time that the MLSA is terminated or expires, as more fully described in Erie 1 BOCES' "Supplemental Information about the MLSA," below.

5. **Additional Statutory and Regulatory Obligations**

Vendor acknowledges that it has the following additional obligations with respect to any Protected Data received from Participating Educational Agencies, and that any failure to fulfill one or more of these statutory or regulatory obligations shall be a breach of the MLSA and the terms of this Data Sharing and Confidentiality Agreement:

- (a) Limit internal access to education records to those individuals that are determined to have legitimate educational interests within the meaning of Section 2-d and the Family Educational Rights and Privacy Act (FERPA).
- (b) Limit internal access to Protected Data to only those employees or subcontractors that need access in order to assist Vendor in fulfilling one or more of its obligations under the MLSA.
- (c) Not use education records for any purposes other than those explicitly authorized in this Data Sharing and Confidentiality Agreement.
- (d) Not disclose any personally identifiable information to any other party, except for authorized representatives of Vendor using the information to carry out Vendor's obligations under the MLSA, unless:
 - (i) the parent or eligible student has provided prior written consent; or
 - (ii) the disclosure is required by statute or court order and notice of the disclosure is provided to Participating Educational Agency no later than the time of disclosure, unless such notice 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 that complies with Section 2-d, as more fully set forth in Erie 1 BOCES' "Supplemental Information about the MLSA," below.
- (g) Provide notification to Erie 1 BOCES (and Participating Educational Agencies, to the extent required by, and in accordance with, Section 6 of this Data Sharing and Confidentiality Agreement) of any breach of security resulting in an unauthorized release of Protected Data by Vendor or its assignees or subcontractors in violation of state or federal law or other obligations relating to data privacy and security contained herein.
- (h) Promptly reimburse Erie 1 BOCES, another BOCES, or a Participating School District for the full cost of notification, in the event they are required under Section 2-d to notify affected parents, students, teachers or principals of a breach or unauthorized release of Protected Data attributed to Vendor or its subcontractors or assignees.

6. **Notification of Breach and Unauthorized Release**

- (a) Vendor shall promptly notify Erie 1 BOCES of any breach or unauthorized release of Protected Data in the most expedient way possible and without unreasonable delay, but

no more than seven (7) calendar days after Vendor has discovered or been informed of the breach or unauthorized release.

- (b) Vendor will provide such notification to Erie 1 BOCES by contacting Michelle Okal-Frink directly by email at mokal@e1b.org, or by calling (716) 821-7200 (office) or (716) 374-5460 (cell).
- (c) Vendor will cooperate with Erie 1 BOCES and provide as much information as possible directly to Michelle Okal-Frink or her designee about the incident, including but not limited to: a description of the incident, the date of the incident, the date Vendor discovered or was informed of the incident, a description of the types of personally identifiable information involved, an estimate of the number of records affected, the Participating Educational Agencies affected, what the Vendor has done or plans to do to investigate the incident, stop the breach and mitigate any further unauthorized access or release of Protected Data, and contact information for Vendor representatives who can assist affected individuals that may have additional questions.
- (d) Vendor acknowledges that upon initial notification from Vendor, Erie 1 BOCES, as the educational agency with which Vendor contracts, has an obligation under Section 2-d to in turn notify the Chief Privacy Officer in the New York State Education Department ("CPO"). Vendor shall not provide this notification to the CPO directly. In the event the CPO contacts Vendor directly or requests more information from Vendor regarding the incident after having been initially informed of the incident by Erie 1 BOCES, Vendor will promptly inform Michelle Okal-Frink or her designees.
- (e) Vendor will consult directly with Michelle Okal-Frink or her designees prior to providing any further notice of the incident (written or otherwise) directly to any other BOCES or Regional Information Center, or any affected Participating Educational Agency.

EXHIBIT D (CONTINUED)

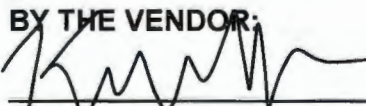
PARENTS BILL OF RIGHTS FOR DATA PRIVACY AND SECURITY

Erie 1 BOCES is committed to protecting the privacy and security of student, teacher, and principal data. In accordance with New York Education Law § 2-d, the BOCES wishes to inform the 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 the State is available for public review at <http://www.nysed.gov/data-privacy-security/student-data-inventory>, or 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, 89 Washington Avenue, Albany, New York 12234. Complaints may also be submitted using the form available at the following website <http://www.nysed.gov/data-privacy-security/report-improper-disclosure>.

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BY THE VENDOR:



Signature

Katie Dorn _____
Printed Name

Title

March 21, 2022 _____
Date

EXHIBIT D (CONTINUED)

SUPPLEMENTAL INFORMATION

**ABOUT THE MASTER LICENSE AND SERVICE AGREEMENT
BETWEEN
ERIE 1 BOCES AND EMPOWERU**

Erie 1 BOCES has entered into a Master License and Service Agreement ("MLSA") with EMPOWERU which governs the availability to Participating Educational Agencies of the following Product(s):

STANDARD PRICING: ELEMENTARY TIER 1 and TIER 2 SEL OPTIONS

[K-5 Scope and Sequence](#) [K-5 Program Overview](#)

ELEMENTARY	GRADE S	INCLUDES	DELIVERY OF CONTENT
Tier 1 Classroom Plug and Play Lessons They are differentiated by grade level - and teach students to become self-directed learners that can take charge of their thoughts, emotions, and actions - even when things get difficult.	K-5	<ul style="list-style-type: none"> - Teacher access to myEmpowerU portal for all SEL lessons that are teacher led - without the need for teacher prep. - Individual student workbook or journal activities that students complete after the group lesson to apply SEL concepts to their goals. - 3 Classroom posters that create common language for key concepts. - Weekly online calming tool exercises for morning meeting and 3 journal prompts per week to cement learning. - Admin access to classroom teacher lesson completion and data 	Teachers complete a 30-minute group zoom training, included in price. From then on, each grade-level lesson is truly plug and play. Bi-weekly lessons per year that build upon each other are divided between 15 minutes of group instruction, followed by 10-15 minutes of student workbook (K-2) or journal time (3-6) to apply what they learn to their lives. Ideally these are scheduled lessons are scheduled 2 weeks apart - 6 first semester (Oct- Dec) and 5 second semester (Jan-March).
Tier 2 Online Intervention for SEL Target Time	3-5	<ul style="list-style-type: none"> - Student's access to Tier 2 SEL curriculum. - 90 minutes of master-level coaching feedback through 1:1 EmpowerU portal to personalize the learning to student's SEB goals and challenges. - Live dashboard access on student progress and outcomes. 	Student access lessons from myEmpowerU portal and works independently during Target Time over a 6-8-week period

STANDARD PRICING: MIDDLE and HIGH SCHOOL

[MS/HS Scope and Sequence](#) [MS/HS Program Overview](#)

MIDDLE	GRADE S	INCLUDES	DELIVERY OF CONTENT
Tier 1 Blended Lessons to Be	6-12	<ul style="list-style-type: none"> - Student access to myEmpowerU SEL 	Teacher ensures students are on myEmpowerU

Completed in Advisory – No Coaching.		curriculum- 18 lessons to be completed during Advisory 1x/week over a semester. -Journal/reflection questions. -Live dashboard access on student progress and outcomes	platform and introduces lesson for the day. Student completes lesson independently in class, using earbuds.
Tier 2 Six Week Intervention	6-12	-Student's access to 18 lessons, Tier 2 SEL curriculum. -Journal/reflection questions. - 90 minutes of master-level coaching feedback through 1:1 portal to personalize the learning to student's SEB goals and challenges. -Live dashboard access on student progress and outcomes.	Student access lessons from myEmpowerU portal and works independently during Target Time over a 6–8-week period
Tier 2 14 Week Semester Intervention	6-12	-Robust six module SEL elective that replaces a student elective. -Access to 6 modules (45 lesson) through myEmpowerU platform. -5-6 hours of 1:1 coaching by master level EmpowerU coaches that provide feedback and support over the semester. -Live dashboard access and data outcomes/student	Student access lessons from myEmpowerU portal and works independently during Target Time. Credit bearing option aligned with Common Core Health standards.

Educator Resilience and Self-Care [Educator Program Overview](#)

Educator Resilience and Self Care	GRAD ES	INCLUDES	DELIVERY OF CONTENT
	All educators/ Admin	Access to our 6-module educator course that helps	Teacher access to lessons for classroom projection from EmpowerU portal.

Pursuant to the MLSA, Participating Educational Agencies may provide to Vendor, and Vendor will receive, personally identifiable information about students, or teachers and principals, that is protected by Section 2-d of the New York State Education Law ("Protected Data").

Exclusive Purpose for which Protected Data will be Used: The exclusive purpose for which Vendor is being provided access to Protected Data is to provide Participating Educational Agencies with the functionality of the Product(s) listed above. Vendor agrees that it will not use the Protected Data for any other purposes not explicitly authorized in the MLSA. Protected Data received by Vendor, or any of Vendor's subcontractors, assignees, or other authorized agents, will not be sold, or released or used for any commercial or marketing purposes.

Oversight of Subcontractors: In the event that Vendor engages subcontractors, assignees, or other authorized agents to perform one or more of its obligations under the MLSA (including any hosting service provider), it will require those to whom it discloses Protected Data to execute legally binding agreements acknowledging the obligation under Section 2-d of the New York State Education Law to comply with the same data security and privacy standards required of Vendor under the MLSA and applicable state and federal law. Vendor will ensure that such subcontractors, assignees, or other authorized agents abide by the provisions of these agreements by:

Duration of MLSA and Protected Data Upon Expiration:

- The MLSA commences on March 21, 2022 and expires on June 30, 2025
- Upon expiration of the MLSA without renewal, or upon termination of the MLSA prior to expiration, Vendor will securely delete or otherwise destroy any and all Protected Data remaining in the possession of Vendor or its assignees or subcontractors or other authorized persons or entities to whom it has disclosed Protected Data. If requested by Erie 1 BOCES and/or any Participating Educational Agency, Vendor will assist a Participating Educational Agency in exporting all Protected Data previously received back to the Participating Educational Agency for its own use, prior to deletion, in such formats as may be requested by the Participating Educational Agency.
- In the event the Master Agreement is assigned to a successor Vendor (to the extent authorized by the Master Agreement), the Vendor will cooperate with Erie 1 BOCES as necessary to transition Protected Data to the successor Vendor prior to deletion.
- Neither Vendor nor any of its subcontractors or other authorized persons or entities to whom it has disclosed Protected Data will retain any Protected Data, copies, summaries or extracts of the Protected Data, or any de-identified Protected Data, on any storage medium whatsoever. Upon request, Vendor and/or its subcontractors or other authorized persons or entities to whom it has disclosed Protected Data, as applicable, will provide Erie 1 BOCES with a certification from an appropriate officer that these requirements have been satisfied in full.

Challenging Accuracy of Protected Data: Parents or eligible students can challenge the accuracy of any Protected Data provided by a Participating Educational Agency to Vendor, by contacting the student's district of residence regarding procedures for requesting amendment of education records under the Family Educational Rights and Privacy Act (FERPA). Teachers or principals may be able to challenge the accuracy of APPR data provided to Vendor by following the appeal process in their employing school district's applicable APPR Plan.

Data Storage and Security Protections: Any Protected Data Vendor receives will be stored on systems maintained by Vendor, or by a subcontractor under the direct control of Vendor, in a secure data center facility located within the United States. The measures that Vendor will take to protect Protected Data include adoption of technologies, safeguards and practices that align with the NIST Cybersecurity Framework and industry best practices including, but not necessarily limited to, disk encryption, file encryption, firewalls, and password protection.

Encryption of Protected Data: Vendor (or, if applicable, its subcontractors) will protect Protected Data in its custody from unauthorized disclosure while in motion or at rest, using a technology or methodology specified by the secretary of the U.S. Department of HHS in guidance issued under Section 13402(H)(2) of P.L. 111-5.