


**Directions**

Below is the Third Party contact that will fill out the Part 121//DPA questionnaire. If this is accurate, click the blue "Publish" button. If not, select the appropriate contact by clicking "Lookup" or create a new contact by clicking "Add New".

**Vendor Compliance Contacts**

Name (Full)	Email	Phone	Third Party Profile
Courtney Mach	cmach@swankmp.com		Swank Motion Pictures, Inc.

**General Information**

<b>Third Party Profile:</b>	Swank Motion Pictures, Inc.	<b>Overall Status:</b>	Approved
<b>Questionnaire ID:</b>	280225	<b>Progress Status:</b>	
<b>Engagements:</b>	Swank Motion Pictures - Swank K12 Streaming (DREAM) 22-23	<b>Portal Status:</b>	Vendor Submission Received
<b>Due Date:</b>	1/4/2022	<b>Submit Date:</b>	12/22/2021
		<b>History Log:</b>	<a href="#">View History Log</a>

**Review**

<b>Reviewer:</b>	CRB Archer Third Party: Risk Management Team	<b>Review Status:</b>	Approved
		<b>Review Date:</b>	1/3/2022

**Reviewer Comments:**

**Unlock Questions for Updates?:** Assessment questions are set to read-only by default as the assessment should be completed by a vendor through the vendor portal. Do you need to unlock the questionnaire to manually make an update to the submitted questions? This field should be reset to null after the update is made, prior to existing the record.

**Data Privacy Agreement and NYCRR Part 121**

As used in this DPA, the following terms shall have the following meanings:

1. **Breach:** The unauthorized acquisition, access, use, or disclosure of Personally Identifiable Information in a manner not permitted by State and federal laws, rules and regulations, or in a manner which compromises its security or privacy, or by or to a person not authorized to acquire, access, use, or receive it, or a Breach of Contractor’s security that leads to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Personally Identifiable Information.
2. **Commercial or Marketing Purpose:** means the sale, use or disclosure of Personally Identifiable Information for purposes of receiving remuneration, whether directly or indirectly; the sale, use or disclosure of Personally Identifiable Information for advertising purposes; or the sale, use or disclosure of Personally Identifiable Information to develop, improve or market products or services to students.
3. **Disclose:** To permit access to, or the release, transfer, or other communication of personally identifiable information by any means, including oral, written or electronic, whether intended or unintended.
4. **Education Record:** An education record as defined in the Family Educational Rights and Privacy Act and its implementing regulations, 20 U.S.C. 1232g and 34 C.F.R. Part 99, respectively.
5. **Educational Agency:** As defined in Education Law 2-d, a school district, board of cooperative educational services, school, charter school, or the New York State Education Department.
6. **Eligible Student:** A student who is eighteen years of age or older.
7. **Encrypt or Encryption:** As defined in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) Security Rule at 45 CFR 164.304, means the use of an algorithmic process to transform Personally Identifiable Information into an unusable, unreadable, or indecipherable form in which there is a low probability of assigning meaning without use of a confidential process or key.
8. **NIST Cybersecurity Framework:** The U.S. Department of Commerce National Institute for Standards and Technology Framework for Improving Critical Infrastructure Cybersecurity Version 1.1.
9. **Parent:** A parent, legal guardian or person in parental relation to the Student.
10. **Personally Identifiable Information (PII):** Means personally identifiable information as defined in section 99.3 of Title 34 of the Code of Federal Regulations implementing the Family Educational Rights and Privacy Act, 20 U.S.C 1232g , and Teacher or Principal APPR Data, as defined below.
11. **Release:** Shall have the same meaning as Disclose.
12. **School:** Any public elementary or secondary school including a charter school, universal pre-kindergarten program authorized pursuant to Education Law § 3602-e, an approved provider of preschool special education, any other publicly funded pre-kindergarten program, a school serving children in a special act school district as defined in Education Law § 4001, an approved private school for the education of students with disabilities, a State-supported school subject to the provisions of Article 85 of the Education Law, or a State-operated school subject to the provisions of Articles 87 or 88 of the Education Law.
13. **Student:** Any person attending or seeking to enroll in an Educational Agency.
14. **Student Data:** Personally identifiable information as defined in section 99.3 of Title 34 of the Code of Federal Regulations implementing the Family Educational Rights and Privacy Act, 20 U.S.C 1232g.
15. **Subcontractor:** Contractor’s non-employee agents, consultants and/or subcontractors engaged in the provision of services pursuant to the Service Agreement.
16. **Teacher or Principal APPR Data:** Personally Identifiable Information from the records of an Educational Agency relating to the annual professional performance reviews of classroom teachers or principals that is confidential and not subject to release under the provisions of Education Law §§ 3012-c and 3012-d.

<p><b>NYCRR - 121.3 (b)(1):</b></p>	<p>What is the exclusive purposes for which the student data or teacher or principal data will be used, as defined in the contract?</p>	<p>Internet Address’s (IP Address) from the computer or device used to access the streaming platform are stored in the streaming cloud database hosted in the Microsoft Azure cloud. The purpose for storing this data is to provide usage-reporting data to the school. Teacher email addresses or a unique user name may be stored if provided by the school or individual in order to facilitate additional levels of access with the streaming platform.</p>
<p><b>NYCRR - 121.3 (b)(2):</b></p>	<p>Will the organization use subcontractors? If so, how will the organization 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 State and Federal laws and regulations (e.g., FERPA; Education Law section 2-d, NIST Cybersecurity Framework)?</p>	<p>Contractor will not utilize subcontractors</p>

<b>NYCRR - 121.3 (b)(3):</b>	What is the duration of the contract including the contract's expected commencement and expiration date? If no contract applies, describe how to terminate the service. Describe what will happen to the student data or teacher or principal data upon expiration. (e.g., whether, when and in what format it will be returned to the educational agency, and/or whether, when and how the data will be securely destroyed and how all copies of the data that may have been provided to 3rd parties will be securely destroyed)	contract is scheduled to run from 2022 - June 2023. Upon Expiration or termination of the contract, contractor will securely delete and destroy data.
<b>NYCRR - 121.3 (b)(4):</b>	How can a parent, student, eligible student, teacher or principal challenge the accuracy of the student data or teacher or principal data that is collected?	Parents, teachers or principals who seek to challenge the accuracy of PII will do so by contacting their BOCES contact. If a correction to data is deemed necessary, the BOCES will notify Contractor. Contractor agrees to facilitate such corrections within 21 days of receiving BOCES' written request.
<b>NYCRR - 121.3 (b)(5):</b>	Describe where the student data or teacher or principal 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 and data security and privacy risks mitigated.	The Swank streaming platform is hosted in the Microsoft Azure Cloud using Azure App Services. Azure App Services provide 24-hour threat management and protects the infrastructure and platform against malware, distributed denial-of-service (DDoS), man-in-the-middleattacks (MITM), and other threats. These safeguards reduce the risk of a potential malicious breach of any data.
<b>NYCRR - 121.3 (b)(6):</b>	Please describe how and where encryption is leveraged to protect sensitive data at rest and while in motion. Please confirm that all encryption algorithms are FIPS 140-2 compliant.	All data in our Azure SQL instance is encrypted at rest and in motion.
<b>NYCRR - 121.6 (a):</b>	Please submit the organization's data security and privacy plan that is accepted by the educational agency.	Swank K12 Streaming Data Privacy Policy.pdf
<b>NYCRR - 121.6 (a)(1):</b>	Describe how the organization will implement all State, Federal, and local data security and privacy contract requirements over the life of the contract, consistent with the educational agency's data security and privacy policy.	Security policies and procedures will be followed and reviewed. Risk assessments will be performed to identify areas of improvement.
<b>NYCRR - 121.6 (a)(2):</b>	Specify the administrative, operational and technical safeguards and practices it has in place to protect personally identifiable information that it will receive under the engagement. If you use 3rd party assessments, please indicate what type of assessments are performed.	Policies are developed to protect PII along with security awareness training. Security logs are reviewed. Platform architecture will alert if attempts occur to breach environment.
<b>NYCRR - 121.6 (a)(4):</b>	Specify how officers or employees of the organization and its assignees who have access to student data, or teacher or principal data receive or will receive training of the Federal and State laws governing confidentiality of such data prior to receiving access.	Third party contractors are not used for any aspect of this platforms developments and operation.
<b>NYCRR - 121.6 (a)(5):</b>	Specify if the organization will utilize sub-contractors and how it will manage those relationships and contracts to ensure personally identifiable information is protected.	Contractors will not utilize sub-contractors.
<b>NYCRR - 121.6 (a)(6):</b>	Specify how the organization will manage data security and privacy incidents that implicate personally identifiable information including specifying any plans to identify breaches and unauthorized disclosures, and to promptly notify the educational agency.	In the event that sensitive data is accessed or obtained by an unauthorized individual, we shall provide notification as soon as possible and no later than within ten (10) days of the incident. Swank Motion Pictures will follow this process when a breach event is Page 13 of 16 declared. The security breach notification shall include a list of the types of personal information that is reasonably believed to have been the subject of a breach. If the information is possible to determine at the time the notice is provided, then either (1) the date of the breach, (2) the estimated date of the breach, or (3) the date range within which the breach occurred will be shared. The notification shall also include a general description of the breach incident, if it is possible to determine at the time the notice is provided. Updates will be provided when investigations have completed.

<b>NYCRR - 121.6 (a)(7):</b>	Describe whether, how and when data will be returned to the educational agency, transitioned to a successor contractor, at the educational agency's option and direction, deleted or destroyed by the third-party contractor when the contract is terminated or expires. Vendor will be required to complete a Data Destruction Affidavit upon termination of the engagement.	Data will be purged / anonymized upon contract obligation.
<b>NYCRR - 121.9 (a)(1):</b>	Is your organization compliant with the <a href="#">NIST Cyber Security Framework</a> ?	Yes
<b>NYCRR - 121.9 (a)(2):</b>	Describe how the organization will comply with the data security and privacy policy of the educational agency with whom it contracts; Education Law section 2-d; and this Part.	Compliance will be achieved by execution of the policies and procedures specific to the NIST-CSF.
<b>NYCRR - 121.9 (a)(3):</b>	Describe how the organization will limit internal access to personally identifiable information to only those employees or sub-contractors that need authorized access to provide services.	Principal of least privilege is core to our security policy.
<b>NYCRR - 121.9 (a)(4):</b>	Describe how the organization will control access to the protected data and not use the personally identifiable information for any purpose not explicitly authorized in its contract. (e.g. Role Based Access, Continuous System Log Monitoring/Auditing)	Our security program will ensure that all sensitive data is protected by means of the developed security policies and procedures.
<b>NYCRR - 121.9 (a)(5):</b>	Describe how the organization will not disclose any personally identifiable information to any other party without the prior written consent of the parent or eligible student: (i)except for authorized representatives of the third-party contractor such as a subcontractor or assignee to the extent they are carrying out the contract and in compliance with State and Federal law, regulations and its contract with the educational agency; or (ii)unless required by statute or court order and the third-party contractor provides a notice of 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 disclosure is expressly prohibited by the statute or court order.	As with all data classified as high risk, our organization will ensure all administrative, technical and physical controls are complied with by anyone requesting access to high risk data.
<b>NYCRR - 121.9 (a)(6):</b>	Describe how the organization will maintain reasonable administrative, technical and physical safeguards to protect the security, confidentiality and integrity of personally identifiable information in its custody.	For high risk data the organization will perform risk analysis and risk assessments annually to ensure data security.
<b>NYCRR - 121.9 (a)(7):</b>	Describe how the organization will use encryption to protect personally identifiable information in its custody while in motion or at rest.	All SQL Databases are encrypted and access to the application uses required https for data in motion.
<b>NYCRR - 121.9 (a)(8):</b>	Affirmatively state that the organization shall not sell personally identifiable information nor use or disclose it for any marketing or commercial purpose or permit another party to do so.	Affirm
<b>NYCRR - 121.9 (a)(b):</b>	Describe how the organization will supervise its subcontractors to ensure that as subcontractors perform its contractual obligations, the subcontractor will conform with obligations imposed on the third-party contractor by State and Federal law to keep protected data secure.	Subcontractors are not used as a resource inside of the Swank organization.

<b>NYCRR - 121.10 (a):</b>	Describe how the organization shall promptly notify each educational agency with which it has a contract of any breach or unauthorized release of personally identifiable information in the most expedient way possible and without unreasonable delay but no more than seven calendar days after the discovery of such breach.	In the event that sensitive data is accessed or obtained by an unauthorized individual, we shall provide notification as soon as possible and no later than within ten (10) days of the incident. Swank Motion Pictures will follow this process when a breach event is declared. The security breach notification shall include a list of the types of personal information that is reasonably believed to have been the subject of a breach. If the information is possible to determine at the time the notice is provided, then either (1) the date of the breach, (2) the estimated date of the breach, or (3) the date range within which the breach occurred will be shared. The notification shall also include a general description of the breach incident, if it is possible to determine at the time the notice is provided. Updates will be provided when investigations have completed.
<b>NYCRR - 121.10 (f):</b>	Affirmatively state that where a breach or unauthorized release is attributed to the organization, the organization shall pay for or promptly reimburse the educational agency for the full cost of such notification.	Affirm
<b>NYCRR - 121.10 (f.2):</b>	Please identify the name of your insurance carrier and the amount of your policy coverage.	Please see attached Certificate of Liability Insurance.
<b>NYCRR - 121.10 (c):</b>	Affirmatively state that the organization will cooperate with educational agencies and law enforcement to protect the integrity of investigations into the breach or unauthorized release of personally identifiable information.	Affirm
<b>Acceptable Use Policy Agreement:</b>	Do you agree with the Capital Region BOCES <a href="#">Acceptable Use Policy?</a> (Click here: <a href="http://go.boarddocs.com/ny/crboces/Board.nsf/goto?open&amp;id=B U4QYA6B81BF">http://go.boarddocs.com/ny/crboces/Board.nsf/goto?open&amp;id=B U4QYA6B81BF</a> )	I Disagree
<b>Privacy Policy Agreement:</b>	Do you agree with the Capital Region BOCES <a href="#">Privacy Policy?</a> (Click here: <a href="http://go.boarddocs.com/ny/crboces/Board.nsf/goto?open&amp;id=B WZSQ273BA12">http://go.boarddocs.com/ny/crboces/Board.nsf/goto?open&amp;id=B WZSQ273BA12</a> )	I Agree
<b>Parent Bill of Rights:</b>	Please upload a signed copy of the Capital Region BOCES Parent Bill of Rights. A copy of the Bill of Rights can be found here: <a href="https://www.capitalregionboces.org/wp-content/uploads/2021/03/CRB_Parents_Bill_Of_Rights_-Vendors.pdf">https://www.capitalregionboces.org/wp-content/uploads/2021/03/CRB_Parents_Bill_Of_Rights_-Vendors.pdf</a>	DREAM_CRB_Parents_Bill_Of_Rights_-Vendors.pdf
<b>DPA Affirmation:</b>	By submitting responses to this Data Privacy Agreement the Contractor agrees to be bound by the terms of this data privacy agreement.	I Agree

### Attachments

Name	Size	Type	Upload Date	Downloads
No Records Found				

### Comments

Question Name	Submitter	Date	Comment	Attachment
No Records Found				

## Vendor Portal Details

<b>Contact Name:</b>	The Risk Mitigation & Compliance Office	<b>Publish Date:</b>	
<b>Required Portal Fields Populated:</b>	Yes	<b>Contact Email Address:</b>	crbcontractsoffice@neric.org
<b>About NYCRR Part 121:</b>	<p>In order for a vendor to engage with a New York State Educational Agency, the vendor must provide information required by the New York State Commissioner's Regulations Part 121 (NYCRR Part 121) and the National Institute of Standards and Technology Cyber Security Framework. If deemed appropriate, the responses you provide will be used as part of the data privacy agreement between the vendor and the Albany-Schoharie-Schenectady-Saratoga BOCES. This Data Privacy Agreement ("DPA") is by and between the Albany-Schoharie-Schenectady-Saratoga BOCES ("EA"), an Educational Agency, and Swank Motion Pictures, Inc. ("CONTRACTOR"), collectively, the "Parties". The Parties enter this DPA to address the requirements of New York law. Contractor agrees to maintain the confidentiality and security of PII in accordance with applicable New York, federal and local laws, rules and regulations.</p>	<b>Requesting Company:</b>	Capital Region BOCES
<b>Created By:</b>		<b>Third Party Name:</b>	Swank Motion Pictures, Inc.
		<b>Name:</b>	Swank Motion Pictures, Inc.-280225