

This section to be completed by the Third-Party Contractor and returned to Broome-Tioga BOCES

Section 1: Does the Third-Party Contractor have access to student data and/or teacher or principal data as those terms are defined by law?

☒ Yes

Please complete Sections 2, 3 and 4

☐ No

Please complete Section 3

Section 2: Supplemental Information Details

Third-Party Contractors subject to New York Education Law § 2-d – please complete the table below

SUPPLEMENTAL INFORMATION ELEMENT	SUPPLEMENTAL INFORMATION
Please list the exclusive purpose(s) for which the student data or teacher or principal data will be used by the third-party contractor, as defined in the contract (or list the section(s) in the contract where this information can be found)	n2y processes data on behalf of its customers who purchase subscriptions to its products. n2y shall collect, access, maintain, use, process and transfer the Personal Information of our customers and our customers' end-users solely for the purpose of performing its obligations under existing contract(s) with our customers; and, for no commercial purpose other than the performance of such obligations and improvement of the services we provide.
Please list how the contractor will ensure that any other entities with which it shares the protected data, if any, will comply with the data protection and security provisions of law, regulation and this contract (or list the section(s) in the contract where this information can be found)	All n2y employees review and acknowledge IT policies related to data privacy and regulations. n2y employees receive ongoing training related to regulations and data privacy.
Please list when the agreement expires and what happens to the protected data when the agreement expires (or list the section(s) in the contract where this information can be found)	n2y subscriptions are sold in one year increments. The "contract" would not expire until the District chooses to not renew their subscriptions. n2y generally purges and/or de-identifies PII and other Authorized User data ninety (90) days following termination of a subscription. n2y performs daily system backups of production data for purposes of disaster recovery. These backups are encrypted, stored offline and are not directly accessible by Authorized Users. These backups are purged on a rolling twelve (12) month schedule. Upon written request, n2y may (in its sole discretion) consider an alternate content retention policy in certain circumstances. De-identified PII may be used by n2y for educational, product improvement and other similar purposes; n2y will not use PII for marketing.
Please list how a parent, student, or eligible student may challenge the accuracy of the protected data that is collected; if they can challenge the accuracy of the data, describe how (or list the section(s) in the contract where this information can be found)	n2y supports student and parent access to PII for review and correction. PII is most often created by the classroom teacher or other school administration team members in accordance with the applicable school or district's policies. Typically, corrections can most easily be facilitated by parents and/or students notifying the applicable classroom teacher or school administrator. In almost all cases, schools and school districts have policies that permit these resources to make the desired corrections directly in the system. If your situation is different or you need further assistance, please contact n2y customer support at (800) 697-6575.

Please list where the protected data will be stored (described in a way that protects data security), and the security protections taken to ensure such data will be protected and data security and privacy risks mitigated (or list the section(s) in the contract where this information can be found)	Data stored in U.S. based MS azure servers. Generally, n2y employs commercially reasonable security measures that comply, in n2y's reasonable discretion and interpretation, with all applicable Federal and state laws and regulations regarding data privacy and security, including but not limited to the Family Educational Rights and Privacy Act ("FERPA") and the Children's Online Privacy Protection Act of 1998 ("COPPA"). These measures include appropriate administrative, physical, and technical safeguards to secure data from unauthorized access, disclosure, alteration and use. n2y will conduct periodic risk assessments and remediate any identified security vulnerabilities in a timely manner. Except as expressly provided in this Agreement, neither n2y nor its successors or assigns shall have any liability for the breach of its privacy and security measures or the integrity of its hosting services, unless caused by the willful misconduct of n2y. n2y expressly disclaims any warranty that data exchanges are or will be secure.
Please list how the data will be protected using encryption (or list the section(s) in the contract where this information can be found)	Data encrypted at rest and in transit. Database encryption and TLS.TDE is used for db encryption at rest and TLS 1.2 is used for data encryption in motion.

Section 3: Agreement and Signature

By signing below, you agree:

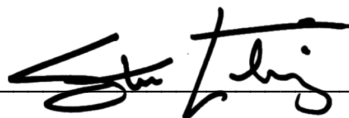
- The information provided in this document by the Third-Party Contractor is accurate
- To comply with the terms of Broome-Tioga BOCES Parents' Bill of Rights for Data Privacy and Security (applicable to Third-Party Contractors subject to New York Education Law § 2-d only)

Company Name: n2y LLC

Product Names: Unique Learning System, SymbolStix PRIME, News-2-You

Printed Name: **Steve Lubowicz, CTO**

Signature: _____



Date: 02/02/2021

Section 4: Data Privacy Rider for All Contracts Involving Protected Data Pursuant to New York State Education Law §2-C and §2-D

BOCES and the Third-Party Contractor agree as follows:

1. Definitions:
 - a. Protected Information means personally identifiable information of students from student education records as defined by FERPA, as well as teacher and Principal data regarding annual professional performance reviews made confidential under New York Education Law §3012-c and §3012-d;
 - b. Personally Identifiable Information (PII) means the same as defined by the regulations implementing FERPA (20 USC §1232-g);
2. Confidentiality of all Protected Information shall be maintained in accordance with State and Federal Law and the BOCES's Data Security and Privacy Policy;
3. The Parties agree that the BOCES's Parents' Bill of Rights for Data Security and Privacy are incorporated as part of this agreement, and Third-Party Contractor shall comply with its terms;
4. The Third-Party Contractor agrees to comply with New York State Education Law §2-D and its implementing regulations;
5. The Third-Party Contractor agrees that any officers or employees of the Third-Party Contractor, and its assignees who have access to Protected Information, have received or will receive training on Federal and State law governing confidentiality of such information prior to receiving access;

6. The Third-Party Contractor 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 or written agreement. Unauthorized use specifically includes, but is not limited to, selling or disclosing personally identifiable information for marketing or commercial purposes or permitting, facilitating, or disclosing such information to another Third-Party for marketing or commercial purposes;
 - c. except for authorized representatives of the Third-Party Contractor to the extent they are carrying out the contract or written agreement, 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 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 if expressly prohibited by statute or court order;
 - d. maintain reasonable administrative, technical, and physical safeguards to protect the security, confidentiality and integrity of personally identifiable information in its custody;
 - e. use encryption technology to protect data while in motion or in its custody from authorized 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;
 - f. adopt technology, safeguards and practices that align with the NIST Cybersecurity Framework;
 - g. impose all the terms of this rider in writing where the Third-Party Contractor engages a subcontractor or other party to perform any of its contractual obligations which provides access to Protected Information.

Agreement and Signature

By signing below, you agree to the Terms and Conditions in this Rider:

Company Name: n2y LLC Product Names: Unique Learning System, SymbolStix PRIME, News-2-You

Printed Name: Steve Lubowicz, CTO Signature



Date 02/02/2021