Supplemental Information

Pursuant to Education Law § 2-d and § 121.3 of the Regulations of the Commissioner of Education, NYSED is required to post information to its website about its contracts with third-party contractors that will be provided Access to or receive Disclosure of Student Data and/or APPR Data.

1. Name of Contractor:

The Board of Regents of the University of Wisconsin System
Business Name: University of Wisconsin-Madison

2. Description of the exclusive purpose(s) for which the Student Data and/or APPR Data will be used:

Summative Assessment and evaluation of a student(s) English Language Proficiency

3. Type(s) of Data that Contractor will be provided Access to or Disclosure of:

Student Data x Yes ☐ No

APPR Data ☐ Yes x No

4. Contract Term:

Contract Start Date: TBD Contract End Date: TBD

5. Subcontractor use and written agreement requirement:

Contractor will use Subcontractors X Yes ☐ No

Contractor will not use Subcontractors ☐ Yes ☐ No

If Contractor plans to use Subcontractors, Contractor will not utilize Subcontractors without a written contract that requires the Subcontractors to adhere to, at a minimum, materially similar data protection obligations imposed on the Contractor by state and federal laws and regulations and this contract.

Contractor agrees to bind its Subcontractors by written agreement. X Yes ☐ No

Not Applicable because Contractor will not use Subcontractors. ☐ Yes ☐ No

6. Data Transition and Secure Destruction

X Yes ☐ No Contractor agrees that the confidentiality and data security obligations under this DPA will survive the expiration or termination of this contract but shall terminate upon Contractor's certifying, that Contractor and its Subcontractors:

- Are unable to Access any Information provided to Contractor pursuant to this contract
- Securely transfer Disclosed Student Data and APPR Data to NYSED, or at NYSED's option and written discretion, a successor contractor in a format agreed to by the Parties.

- Securely delete and destroy Disclosed Student Data and APPR Data.

7. **Challenges to Data Accuracy**

X Yes ☐ No Contractor agrees that parents, eligible students, teachers, or principals who seek to challenge the accuracy of Student Data or APPR Data will be referred to NYSED and if a correction to data is deemed necessary, NYSED will notify Contractor. Contractor further agrees to facilitate such corrections within 21 days of receiving NYSED's written request.

8. Secure Storage and Data Security

Please indicate where Student Data and/or APPR Data will be stored: X Yes ☐ No Using a cloud or infrastructure owned and hosted by a third party.

X Yes ☐ No Using Contractor owned and hosted solution

☐ Yes ☐ No Other:

Please describe how data privacy and security risks will be mitigated in a manner that does not compromise the security of the data:

DRC has a robust data privacy and security program that includes continuous risk management. DRC's supporting tools, processes, and controls are regularly assessed and enhanced as new threats emerge. DRC has a formal change management process in place to ensure that changes made to the technologies and services we offer clients are validated from a technical, operational, and security perspective to ensure risk minimization.

DRC has a team of dedicated Information Security staff that continuously monitor and investigate potential threats, and a defined and tested Incident Response plan that is utilized in the event of malicious activity on our network or systems environment.

9. Encryption requirement

Contractor agrees that Student Data will be encrypted while in motion and at rest.

X Yes ☐ No