

SUPPLEMENTAL INFORMATION

ABOUT THE DATA PRIVACY AGREEMENT BETWEEN
ALBANY-SCHOARIE-SCHENECTADY-SARATOGA BOCES and
("Contractor")

Product/Service:

- 1. THE EXCLUSIVE PURPOSE FOR WHICH THE PII WILL BE USED:** The exclusive purpose for which the Contractor is accessing and/or receiving PII is to provide Educational Agency with the functionality of the Product(s) or Service(s) listed above.
- 2. USE OF 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 the Contract. (check applicable option)
 - Contractor will not utilize subcontractors.
 - Contractor will utilize subcontractors.
- 3. CONTRACT DURATION:** The Service Agreement commences on _____ and expires on _____. Upon expiration without renewal or termination of the Service Agreement, Contractor shall transfer PII agreed to by the Parties to the EA. Contractor shall ensure that PII is securely deleted and/or destroyed in a manner that does not allow it to be retrieved or retrievable, read or reconstructed. Contractor shall provide Capital Region BOCES or other Participating District with a written certification of the secure deletion and/or destruction of PII held by the Contractor or Subcontractors.
- 4. CHALLENGES TO DATA ACCURACY:** Parents or eligible students can inspect Student Data held by the Contractor 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. **They can do so by going to the Cengage Privacy notice: <https://www.cengagegroup.com/privacy/> .**
- 5. DATA STORAGE AND SECURITY:** PII is stored in a secure data center within the United States or Canada, using: (check all that apply)
 - a cloud infrastructure owned and hosted by a third party
 - Contractor owned and hosted solution
 - Other:

Contractor utilizes administrative, physical, and technical safeguards designed to protect PII from unauthorized access, disclosure, acquisition, destruction, use, or modification in alignment with the NIST Cybersecurity Framework and industry best practices.

6. **ENCRYPTION OF PII:** Contractor or if applicable its subcontractors must encrypt PII at rest and in transit as specified in Section 13402(H)(2) of P.L. 111-5 and in accordance with applicable New York laws and regulations. **affirm. PII is encrypted at rest and in transit**

CONTRACTOR:

Signature

Printed Name

Title

Date