

Exhibit "A"
Data Security and Privacy Requirements

Data Security and Privacy. The following provisions apply only to the extent that Provider (referred to as "Vendor" below) is actually acting as a "third party contractor" as defined in N.Y. Education Law § 2-d.

- a) BOCES is an educational agency, and Vendor is a third party contractor, as those terms are used in Section 2-d of the New York State Education Law. BOCES' use of Vendor's Service may result in Vendor receiving personally identifiable information governed by Section 2-d ("PII"). Vendor agrees to handle any personally identifiable information in compliance with Section 2-d, as more specifically set forth in this Section of the Agreement.
- b) Vendor will protect PII that it may receive or process consistent with all applicable State and federal statutes and regulations, the BOCES Parents' Bill of Rights for Data Privacy and Security (copy of which is attached hereto as Appendix A), which is consistent with BOCES policy on data security and privacy.
- c) Vendor will collect, use, and process PII only for the purpose of supporting BOCES' educational needs. Vendor will not use the PII for any other purposes. PII received by Vendor or by any of its subcontractors or assignees shall not be sold or released for any commercial purposes, nor shall it be sold or used for marketing purposes.
- d) Vendor will limit internal access to PII to those individuals who need to have such access for legitimate educational purposes to enable Vendor to perform its obligations under this Agreement and to support BOCES in its educational purposes.
- e) In the event that Vendor subcontracts with an outside entity in order to fulfill its obligations under this Agreement, including the purchase, lease, or sharing of server space owned by another entity, Vendor ensures that it will only share PII with such subcontractors if those subcontractors are contractually bound to observe the same obligations to maintain data privacy and security as required by Vendor pursuant to this Agreement.
- f) Except for Vendor's authorized officers, employees and subcontractors to the extent necessary for purposes of fulfilling Vendor's obligations under this Agreement, Vendor will not disclose any PII to any other party; (a) without the prior written consent of the applicable parent or eligible student (student aged 18 or older); or (b) unless required by statute or court order and notice of the disclosure has been provided to BOCES, unless notice of the disclosure expressly prohibited by statute or court order.
- g) Before accepting any PII, Vendor will provide BOCES a copy of Vendor's data security and privacy plan for how all state, federal and local data security and privacy contract requirements will be implemented over the term of this Agreement, consistent with BOCES policy on data security and privacy.
- h) Any employees and officers of Vendor and its assignees who will receive access to PII in connection with the performance of Vendor's obligations under this Agreement will receive training on the federal and state law governing confidentiality of such data prior to receiving data.
- i) Vendor will maintain reasonable administrative, technical and physical safeguards to protect the security, confidentiality and integrity of PII in its custody.
- j) Vendor will deploy encryption technologies to protect PII, while in motion or in its custody from unauthorized disclosure in accordance with Education Law §2-d(5)(f)(5), including but not limited to: Transport Layer Security (TLS) encryption during transmission, encryption of back-up tapes, data base encryption, volume encryption and VPN.
- k) In the event that a parent or eligible student wishes to challenge the accuracy of the PII concerning that student or eligible student that is maintained by Vendor, that challenge may be processed through the procedures provided by the applicable educational agency/institution for amendment of education records under the Family Educational Rights and Privacy Act (FERPA). In the event that Vendor, is notified of the outcome of any such errors made by Vendor, it will immediately correct any inaccurate data it or its subcontractors or assignees maintain.
- l) Upon termination of this Agreement, or any successor Agreement, PII disposition will be in accordance with the instructions of BOCES. Vendor will provide written confirmation of such disposition to BOCES, upon request.
- m) In the event Vendor discovers or is notified of a breach and unauthorized release of PII, Vendor will notify BOCES and the applicable New York education agency/institution in the most expedient way possible and without unreasonable delay. Vendor will cooperate and consult with BOCES and with the education institution/agency with respect to investigating, mitigating, addressing and responding to any such breach and concerning any notices or information that the education institution/agency is required to or believes

it should, provide concerning such breach. Vendor shall promptly reimburse the applicable educational agency/institution for the full cost of such notification.