

SUPPLEMENTAL  
INFORMATION

BETWEEN  
Albany-Schoharie-Schenectady-  
Saratoga BOCES AND CISCO

BOCES has entered into this Agreement (“AGREEMENT”) with CISCO (“CISCO”), which governs the availability to Participating Educational Agencies of the following Product(s):

*[Cisco Webex Cloud Offer]*

Pursuant to this Agreement, Participating Educational Agencies may provide to Cisco, and Cisco will receive, personally identifiable information about students, or teachers and principals, that is protected by Section 2-d of the New York State Education Law (“Protected Data”).

**Exclusive Purpose for which Protected Data will be Used:**

**To be completed by CISCO:**

The exclusive purpose for which Cisco is being provided access to Protected Data is to provide Participating Educational Agencies with the functionality of the Product(s) listed above. Cisco agrees that it will not use the Protected Data for any other purposes not explicitly authorized herein. Protected Data received by Cisco, or any of Cisco’s subcontractors, assignees, or other authorized agents, will not be sold, or released or used for any commercial or marketing purposes.

**Oversight of Subcontractors:** In the event that Cisco engages subcontractors, assignees, or other authorized agents to perform one or more of its obligations under this Agreement, it will require those to whom it discloses Protected Data to execute legally binding agreements acknowledging the obligation under Section 2-d of the New York State Education Law and applicable state and federal law. Cisco will ensure that such subcontractors, assignees, or other authorized agents abide by the provisions of this agreements by including a right to audit their activities and process under any subcontractor agreement.

**Duration of AGREEMENT and Protected Data Upon Expiration:**

- Upon expiration of the AGREEMENT without renewal, or upon termination of the AGREEMENT prior to expiration, and upon BOCES’ request Cisco will securely delete or otherwise destroy any and all Protected Data remaining in the possession of Cisco or its assignees or subcontractors. If requested by a Participating Educational Agency, Cisco will reasonably assist that entity in exporting all Protected Data previously received for its own use, prior to deletion to other vendor.
- At BOCES request, Cisco will reasonably cooperate with BOCES as necessary in order to transition Protected Data to any successor Cisco (s) prior to deletion.

- After expiration of the AGREEMENT without renewal, or after termination of the AGREEMENT prior to expiration, and after BOCE’s request for deletion, Cisco shall not (and shall require its subcontractors, assignees, or other authorized agents not to) retain any copy, summary or extract of the Protected Data, or any de-identified Protected Data, on any storage medium whatsoever, unless such retention is required by mandatory applicable law. Upon request, Cisco and/or its subcontractors, assignees, or other authorized agents will provide a certification from an appropriate officer that these requirements have been satisfied in full.

**Challenging Accuracy of Protected Data:** Parents or eligible students can challenge the accuracy of any Protected Data provided by a Participating Educational Agency to Cisco, 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 Cisco by following the appeal process in their employing school district’s applicable APPR Plan.

**Data Storage and Security Protections:** Any Protected Data Cisco receives will be stored on systems maintained by Cisco, or by a subcontractor under the direct control of Cisco, in a protected data center facility located within the United States. The measures that Cisco will take to protect Protected Data include adoption of technologies, safeguards and practices that align with industry best practices including, but not necessarily limited to, disk encryption, file encryption, firewalls, and password protection.

**Encryption of Protected Data:** To the extent practicable and as applicable to Cisco, Cisco will (and will request, if applicable, its subcontractors to) protect Protected Data in its custody from unauthorized disclosure while in motion or at rest, using a technology or methodology specified by the secretary of the U.S. Department of HHS in guidance issued under Section 13402(H)(2) of P.L. 111-5.

**BY CISCO SYSTEMS, INC.:**

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**Signature**  
Jenn Pate

Authorized Signatory

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**Title**  
April 2, 2020

**Date**

**APPROVED BY LEGAL**