

Data Privacy Agreement

State of New York

I. Scope

In recognition of the fact that Beneficent Technology, Inc. (hereinafter "Vendor") has been engaged to provide access to its digital accessible book library service, known as Bookshare, to the Victor Central School District (hereinafter "District"), it is understood as follows:

II. Confidentiality

The Vendor and/or any subcontractor, affiliate, or entity that may receive, collect, store, record or display any personally identifiable District data shall comply with New York State Education Law §2-d. In fulfillment of that Law, the following plan shall be in place for this agreement.

Data Security and Privacy Plan

The Vendor shall:

1. Limit internal access to education records to those individuals that are determined to have legitimate educational interests.
2. Not use the education records for any other purposes than those explicitly authorized in this agreement.
3. Except for authorized representatives of the Vendor to the extent they are carrying out the contract, not disclose any personally identifiable information to any other party:
 - a. Without the prior written consent of the parent or eligible student; or
 - b. Unless required by statute or court order and the party provides a notice of the disclosure to the department, district board of education, or institution that provided the information no later than the time the information is disclosed, unless providing notice of the disclosure is expressly prohibited by the statute or court order;
4. Maintain reasonable administrative, technical and physical safeguards to protect the security, confidentiality and integrity of personally identifiable student information in its custody.
5. Use encryption technology to protect personally identifiable data while in motion or in its custody from unauthorized disclosure using a technology or methodology as specified by, or reasonably similar to, 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.
6. Ensure that personally identifiable information shall not be sold or used for marketing purposes.
7. Use industry standards with respect to personally identifiable data storage, privacy and protection, including, but not limited to encryption, firewalls, passwords, protection of off-site records, and limitations of access to stored data to authorized staff.

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8. Notify the District of any breach of security resulting in an unauthorized release of such personally identifiable data by it or its subcontractors and/or assignees in violation of applicable State or federal law, the Bill of Rights, the data privacy and security policies of the District, and/or its obligations under this Agreement relating to data privacy and security in the most expedient way possible and without unreasonable delay.
 - a. With approval of the District, Vendor will notify affected students or staff of the district whose personally identified data is reasonably believed to have been affected by an unauthorized release of such data due to a breach of security. Such notification shall be provided without unreasonable delay and in any case, no later than 30 days after the unauthorized release of data has been confirmed by Vendor.
9. Ensure that the subcontractors, persons or entities that the Vendor will share the personally identifiable student data or teacher or principal data with, if any, will abide by contractual obligations with respect to teacher, student and/or principal data set forth herein, including, but not limited to, the data protection and security requirements.

Additional Information Regarding Data Usage and Security

Exclusive Purposes for Data Use:

The exclusive purpose for which a student data or teacher or principal data will be used by Contractor is to provide accessible electronic books to individuals with qualifying disabilities through its Bookshare service.

Contract Expiration and Data Handling:

The contract expires on December 31, 2027 unless renewed or automatically extended. When the contract expires, protected data will, upon the written request of School District, be deleted by Contractor, and may be exported for use by School District before being deleted.

Data Accuracy and Correction Process:

Parents can challenge the accuracy of any student data stored by School District in a product or service provided by Contractor by following the school district's procedure for requesting the amendment of education records under the Family Educational Rights and Privacy Act (FERPA). Teachers and principals may be able to challenge the accuracy of APPR data stored by School District in a product or service provided by Contractor by following the appeal procedure in the school district's APPR Plan.

Data Storage, Protection, and Encryption:

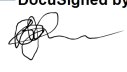
Student data or teacher or principal data provided to Contractor by School District will be stored on servers located in the United States. Contractor's measures to protect student data and teacher and principal data will align with industry best practices including but not limited to, disk encryption, file encryption, firewalls, and password protection. Data encryption will be employed at least to the extent required by Education Law Section 2-D.

Parents' Bill of Rights for Data Privacy and Security

District is committed to protecting the privacy and security for student, teacher and principal data. In accordance with New York Education Law § 2-D, District wishes to inform the community of the following:

- (1) A student's personally identifiable information cannot be sold or released for any commercial purposes.
- (2) Parents have the right to inspect and review the complete contents of their child's education record.
- (3) State and federal laws protect the confidentiality of personally identifiable information, and safeguards associated with industry standards and best practices, including but not limited to, encryption, firewalls, and password protection, must be in place when data is stored or transferred.
- (4) A complete list of all student data elements collected by the State is available for public review at: <http://www.nysed.gov/data-privacysecurity/student-data-inventory> or by writing to the Office of Information and Reporting Services, New York State Education Department, Room 865 EBA, 89 Washington Avenue, Albany, New York 12234.
- (5) Parents have the right to have complaints about possible breaches of student data addressed. Complaints should be directed in writing to Privacy Complaint, Chief Privacy Officer, New York State Education Department, 89 Washington Avenue, Albany, New York 12234. Complaints may also be submitted using the form available at: <http://www.nysed.gov/student-data-privacy/form/report-improper-disclosure>

By signing below, the Vendor agrees to abide by the terms and conditions set forth above.

DocuSigned by:

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Signature

Date: 8/20/2020

Vendor Signer Name (Printed): Brad Turner

Vendor Signer Title: Vice President, Global Literacy