

Data Privacy Agreement

State of New York

I. Scope

In recognition of the fact that Beneficent Technology, Inc. hereinafter referred to as the "Vendor," has been engaged to provide access to its digital accessible book library service, known as Bookshare, to Jamestown Public Schools (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.

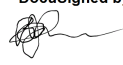
Data Security and Privacy Plan

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.
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.

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

DocuSigned by:

Signature

Date: 6/19/2020

Vendor Name (Printed): Brad Turner

Vendor Title: VP of Global Literacy

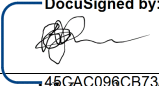
PARENTS' BILL OF RIGHTS FOR DATA PRIVACY AND SECURITY

JAMESTOWN PUBLIC SCHOOLS is committed to protecting the privacy and security of student data and teacher and principal data. In accordance with New York Education Law Section 2-d and its implementing regulations, JAMESTOWN PUBLIC SCHOOLS informs the school 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 New York State is available for public review at the following website <http://www.nysed.gov/data-privacy-security/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 submit complaints about possible breaches of student data addressed. Complaints may be directed in writing to Chief Privacy Officer, New York State Education Department, 89 Washington Avenue, Albany, New York 12234 or by using the form available at the following website: <http://www.nysed.gov/data-privacy-security/report-improper-disclosure>

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first written above.

Vendor: Beneficent Technology, Inc.

DocuSigned by:

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Authorized Vendor Signature

6/19/2020
Date

Authorized JAMESTOWN PUBLIC SCHOOLS
Signature

Date

VENDOR INFORMATION REGARDING DATA PRIVACY AND SECURITY

Vendor: Beneficent Technology, Inc.Product: BookshareCollects: ☒ Student Data ☒ Teacher or Principal Data ☐ Does not collect either

Educational agencies including Jamestown Public Schools are required to *post information about third-party contracts on the agency's website* with the Parents Bill of Rights. To that end, please complete the table below with information relevant to [NYS Education Law 2-d](#) and [Part 121.3 of the Commissioner's Regulations](#). Note that this applies to all software applications and to mobile applications ("apps").

Part 1: Exclusive Purposes for Data Use

The exclusive purposes for which the student data (or teacher or principal data) will be used by the third-party contractor:

Providing accessible electronic materials to students with qualifying disabilities through Vendor's Bookshare service

Part 2: Subcontractor Oversight Details – Select the appropriate option below.

☐ This contract has no subcontractors.

☒ This contract has subcontractors. As such, the third-party contractor will take the following steps to ensure that any subcontractors, assignees, or other agents who see, or receive, this protected data are contractually required to obey the same data protection and security requirements that the third-party contractor is required to obey under state and federal law:

Part 3: Contract Lifecycle Practices

The contract expires on December 31, 2030 unless renewed or automatically extended for a term pursuant to the agreement. When the contract expires, protected data will be deleted by the contractor, via shredding, returning of data, mass deletion, and upon request, may be exported for use by District before deletion.

Part 4: Student Educational Records / Improper Disclosure

A. For information on FERPA (Family Educational Rights and Privacy Act), which is the federal law that protects the privacy of student education records, visit the [U.S. Department of Education FERPA website](#).

B. A complaint or report of improper disclosure may be completed by submitting the [Improper Disclosure Report](#) form.

Part 5: Security Practices

A. Protected data provided to the contractor will be stored: (include *where* and *how*)

Protected data provided to Vendor by District will be stored in Amazon Web Services on servers located in the United States

B. The security protections taken to ensure data will be protected that align with the [NIST Cybersecurity Framework](#) and industry practices include:

Protected data provided to Vendor by District is protected by commercially reasonable practices that include encryption, firewalls, and password protection

Part 6: Encryption Practices

☒ By checking this box, contractor certifies that data encryption is applied in accordance with [NYS Education Law Section 2-d 5\(f\)\(5\)](#).