

# DATA PRIVACY AGREEMENT

## MEDINA CENTRAL SCHOOL DISTRICT

and

## Paper Education Company Inc.

This Data Privacy Agreement ("DPA") is by and between the **Medina Central School District** ("EA"), an Educational Agency, and **Paper Education Company Inc.** ("Contractor"), collectively, the "Parties."

### ARTICLE I: DEFINITIONS

As used in this DPA, the following terms shall have the following meanings:

1. **Breach:** The unauthorized acquisition, access, use, or disclosure of Personally Identifiable Information in a manner not permitted by State and federal laws, rules and regulations, or in a manner which compromises its security or privacy, or by or to a person not authorized to acquire, access, use, or receive it, or a Breach of Contractor's security that leads to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Personally Identifiable Information.
2. **Commercial or Marketing Purpose:** The sale, use or disclosure of Personally Identifiable Information for purposes of receiving remuneration, whether directly or indirectly; the sale, use or disclosure of Personally Identifiable Information for advertising purposes; or the sale, use or disclosure of Personally Identifiable Information to develop, improve or market products or services to students.
3. **Disclose:** To permit access to, or the release, transfer, or other communication of personally identifiable information by any means, including oral, written or electronic, whether intended or unintended.
4. **Education Record:** An education record as defined in the Family Educational Rights and Privacy Act and its implementing regulations, 20 U.S.C. 1232g and 34 C.F.R. Part 99, respectively.
5. **Educational Agency:** As defined in Education Law 2-d, a school district, board of cooperative educational services, school, charter school, or the New York State Education Department.
6. **Eligible Student:** A student who is eighteen years of age or older.
7. **Encrypt or Encryption:** As defined in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) Security Rule at 45 CFR 164.304, means the use of an algorithmic process

to transform Personally Identifiable Information into an unusable, unreadable, or indecipherable form in which there is a low probability of assigning meaning without use of a confidential process or key.

8. **NIST Cybersecurity Framework:** The U.S. Department of Commerce National Institute for Standards and Technology Framework for Improving Critical Infrastructure Cybersecurity Version 1.1.
9. **Parent:** A parent, legal guardian or person in parental relation to the Student.
10. **Personally Identifiable Information (PII):** Means personally identifiable information as defined in section 99.3 of Title 34 of the Code of Federal Regulations implementing the Family Educational Rights and Privacy Act, 20 U.S.C 1232g , and Teacher or Principal APPR Data, as defined below.
11. **Release:** Shall have the same meaning as Disclose.
12. **School:** Any public elementary or secondary school including a charter school, universal pre-kindergarten program authorized pursuant to Education Law § 3602-e, an approved provider of preschool special education, any other publicly funded pre-kindergarten program, a school serving children in a special act school district as defined in Education Law § 4001, an approved private school for the education of students with disabilities, a State-supported school subject to the provisions of Article 85 of the Education Law, or a State-operated school subject to the provisions of Articles 87 or 88 of the Education Law.
13. **Student:** Any person attending or seeking to enroll in an Educational Agency.
14. **Student Data:** Personally identifiable information as defined in section 99.3 of Title 34 of the Code of Federal Regulations implementing the Family Educational Rights and Privacy Act, 20 U.S.C 1232g.
15. **Subcontractor:** Contractor's non-employee agents, consultants and/or subcontractors engaged in the provision of services pursuant to the Service Agreement.
1. **Teacher or Principal APPR Data:** Personally Identifiable Information from the records of an Educational Agency relating to the annual professional performance reviews of classroom teachers or principals that is confidential and not subject to release under the provisions of Education Law §§ 3012-c and 3012-d.

## ARTICLE II: PRIVACY AND SECURITY OF PII

### 1. Compliance with Law.

In order for Contractor to provide certain services ("Services") to the EA pursuant to a contract dated March 14, 2022 to June 30, 2025 ("Service Agreement"); Contractor may receive PII



regulated by several New York and federal laws and regulations, among them, the Family Educational Rights and Privacy Act ("FERPA") at 12 U.S.C. 1232g (34 CFR Part 99); Children's Online Privacy Protection Act ("COPPA") at 15 U.S.C. 6501-6502 (16 CFR Part 312); Protection of Pupil Rights Amendment ("PPRA") at 20 U.S.C. 1232h (34 CFR Part 98); the Individuals with Disabilities Education Act ("IDEA") at 20 U.S.C. 1400 et seq. (34 CFR Part 300); New York Education Law Section 2-d; and the Commissioner of Education's Regulations at 8 NYCRR Part 121. The Parties enter this DPA to address the requirements of New York law. Contractor agrees to maintain the confidentiality and security of PII in accordance with applicable New York, federal and local laws, rules and regulations.

**2. Authorized Use.**

Contractor has no property or licensing rights or claims of ownership to PII, and Contractor must not use PII for any purpose other than to provide the Services set forth in the Service Agreement. Neither the Services provided nor the manner in which such Services are provided shall violate New York law.

**3. Data Security and Privacy Plan.**

Contractor shall adopt and maintain administrative, technical and physical safeguards, measures and controls to manage privacy and security risks and protect PII in a manner that complies with New York State, federal and local laws and the applicable requirements of the EA's policies provided to the Contractor by the EA's Director of Technology/Data Protection Officer prior to execution of the agreements between Contractor and EA. New York Education Law Section 2-d requires that Contractor provide the EA with a Data Privacy and Security Plan that outlines such safeguards, measures and controls including how the Contractor will implement all applicable state, federal and local data security and privacy requirements. Contractor's Data Security and Privacy Plan is attached to this DPA as Exhibit C.

**4. EA's Data Security and Privacy Policy**

State law and regulation requires the EA to adopt a data security and privacy policy that complies with Part 121 of the Regulations of the Commissioner of Education and aligns with the NIST Cyber Security Framework. Contractor shall comply with applicable requirements of the EA's data security and privacy policy and other applicable policies as set forth herein or otherwise mutually agreed upon in writing.

**5. Right of Review and Audit.**

Upon request by the EA, Contractor shall provide the EA with copies of its policies and related procedures that pertain to the protection of PII. It may be made available in a form that does not violate Contractor's own information security policies, confidentiality obligations, and applicable laws. In addition, following reasonable notice thereof provided by EA and on a not more than annual basis, Contractor may be required to undergo an audit of its privacy and security safeguards, measures and controls as it pertains to alignment with the requirements of New York State laws and regulations, the EA's policies applicable to Contractor, and alignment

with the NIST Cybersecurity Framework performed by an independent third party at EA's expense, and provide the audit report to the EA. Contractor may provide the EA with a recent industry standard independent audit report on Contractor's privacy and security practices as an alternative to undergoing an audit. Audits under this section should be of a reasonable scope and conducted in manner that does not violate Contractor's own information security policies, confidentiality obligations, and applicable laws.

#### **6. Contractor's Employees and Subcontractors.**

- (a) Contractor shall only disclose PII to Contractor's employees and subcontractors who need to know the PII in order to provide the Services and the disclosure of PII shall be limited to the extent necessary to provide such Services. Contractor shall ensure that all such employees and subcontractors comply with terms no less stringent in any material respect to the terms of this DPA.
- (b) Contractor must ensure that each subcontractor performing functions pursuant to the Service Agreement where the subcontractor will receive or have access to PII is contractually bound by a written agreement that includes confidentiality and data security obligations consistent with, and no less protective than, those found in this DPA in any material respect.
- (c) Contractor shall examine the data security and privacy measures of its subcontractors prior to utilizing the subcontractor. If at any point the Contractor becomes aware that a subcontractor fails to materially comply with the requirements of this DPA, Contractor shall: notify the EA and implement commercially reasonable measures to restrict, as reasonably necessary to protect PII, such subcontractor's access to PII; and, as applicable, retrieve all PII received or stored by such subcontractor and/or ensure that PII has been securely deleted and destroyed in accordance with this DPA. In the event there is a Breach involving Subcontractor, Contractor shall follow the Data Breach reporting requirements set forth herein.
- (d) Subject to the limitations of liability in Contractor's service agreement, Contractor shall take full responsibility for the acts and omissions of its employees and subcontractors.
- (e) Contractor must not disclose PII to any other party (other than permitted subcontractors as set forth herein) unless such disclosure is (i) made at the direction of the EA, such as with written permission from a parent or eligible student to whom the data pertains to; or (ii) required by statute, court order or subpoena, and the Contractor makes a commercially reasonable effort to notify the EA of the court order or subpoena in advance of compliance but in any case, provides notice to the EA no later than the time the PII is disclosed, unless such disclosure to the EA is expressly prohibited by the statute, court order or subpoena.



## **7. Training.**

Contactor shall ensure that all its employees and Subcontractors who have access to PII have received or will receive training on the confidentiality of such data prior to receiving access, and such training shall be designed based on the requirements of federal and state laws.

## **8. Data Return and Destruction of Data.**

- (a) Protecting PII from unauthorized access and disclosure is of the utmost importance to the EA, and Contractor agrees that it is prohibited from retaining PII or continued access to PII or any copy, summary or extract of PII, on any storage medium (including, without limitation, in secure data centers and/or cloud-based facilities) whatsoever beyond the period of providing Services to the EA, unless (i) such retention is either expressly authorized for a prescribed period by the Service Agreement or other written agreement between the Parties; (ii) the PII is de-identified such that no PII remains; (iii) such retention is expressly requested by the EA for purposes of facilitating the transfer of PII to the EA; or (iv) such retention is expressly required by law. As applicable, upon expiration or termination of the Service Agreement, Contractor shall transfer PII to the EA in a format agreed to by the Parties.
- (b) If applicable, once the above transfer of PII has been accomplished in accordance with the EA's written election to do so, Contractor agrees to return or destroy all PII when the purpose that necessitated its receipt by Contractor has been completed. Thereafter, with regard to all PII (including without limitation, all hard copies, archived copies, electronic versions, electronic imaging of hard copies) as well as any and all PII maintained on behalf of Contractor in a secure data center and/or cloud-based facilities that remain in the possession of Contractor or its Subcontractors, 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. Hard copy media must be shredded or destroyed such that PII cannot be read or otherwise reconstructed, and electronic media must be cleared, purged, or destroyed such that the PII cannot be retrieved. Only the destruction of paper PII, and not redaction, will satisfy the requirements for data destruction. Redaction is specifically excluded as a means of data destruction. Notwithstanding the foregoing, de-identified or anonymized data that no longer meets the definition of PII, shall not be subject to the requirements of this paragraph.
- (c) Contractor shall provide the EA with a written certification of the secure deletion and/or destruction of PII held by the Contractor or Subcontractors, upon request by the EA.

- (d) To the extent that Contractor and/or its subcontractors continue to be in possession of any de-identified data (i.e., data that has had all direct and indirect identifiers removed), they agree not to attempt to re-identify de-identified data.

**9. Commercial or Marketing Use Prohibition.**

Contractor agrees that it will not sell PII or use or disclose PII for a Commercial or Marketing Purpose.

**10. Encryption.**

Contractor shall use industry standard security measures including encryption protocols that comply with New York law and regulations to preserve and protect PII. Contractor must encrypt PII at rest and in transit in accordance with applicable New York laws and regulations.

**11. Breach.**

- (a) Contractor shall promptly notify the EA of any Breach of PII without unreasonable delay no later than seven (7) calendar days after discovery of the Breach. Notifications required pursuant to this section may be in writing, given by personal delivery, be sent via e-mail transmission (if contact information is provided for the specific mode of delivery), or by registered or certified mail, and must to the extent available, include a description of the Breach which includes the date of the incident and the date of discovery; the types of PII affected and the number of records affected; a description of Contractor's investigation; and the contact information for representatives who can assist the EA. Notifications required by this section must be sent to the EA's District Superintendent or other head administrator with a copy to the Data Protection Office. Violations of the requirement to notify the EA shall be subject to a civil penalty pursuant to Education Law Section 2-d. The Breach of certain PII protected by Education Law Section 2-d may subject the Contractor to additional penalties, if required by applicable law.

- (b) Notifications required under this paragraph must be provided to the EA at the following address:

William Fischer  
Director of Technology  
355 West Oak Orchard Street  
Medina, New York 14103  
(585) 798-1534  
wfischer@medinacsd.org

**12. Cooperation with Investigations.**

Contractor agrees that it will reasonably cooperate with the EA and law enforcement, where necessary, in any investigations into a Breach. Any costs incidental to the required cooperation or participation of the Contractor, or its employees or Subcontractors who have access to the PII, as related to such investigations, will be the sole responsibility of the Contractor if such



Breach is attributable to Contractor or its Subcontractors, to the extent that the EA uses reasonable measures to minimize such costs.

**13. Notification to Individuals.**

Where a Breach of PII occurs that is attributable to Contractor, Contractor shall pay for or promptly reimburse the EA for the full cost of the EA's notification to Parents, Eligible Students, teachers, and/or principals, in accordance with Education Law Section 2-d and 8 NYCRR Part 121. The EA agrees to use reasonable measures to minimize such costs.

**14. Termination.**

The confidentiality and data security obligations of the Contractor under this DPA shall survive any termination of this DPA but shall terminate upon Contractor's certifying that it has destroyed all PII collected from the performance of the Service Agreement.

**ARTICLE III: PARENT AND ELIGIBLE STUDENT PROVISIONS**

**1. Parent and Eligible Student Access.**

Education Law Section 2-d and FERPA provide Parents and Eligible Students the right to inspect and review their child's or the Eligible Student's Student Data stored or maintained by the EA. To the extent Student Data is held by Contractor pursuant to the Service Agreement, Contractor shall respond within thirty (30) calendar days to the EA's requests for access to Student Data so the EA can facilitate such review by a Parent or Eligible Student, and facilitate corrections, as necessary. If a Parent or Eligible Student contacts Contractor directly to review any of the Student Data held by Contractor pursuant to the Service Agreement, Contractor shall promptly notify the EA and refer the Parent or Eligible Student to the EA.

**2. Bill of Rights for Data Privacy and Security.**

As required by Education Law Section 2-d, the Parents Bill of Rights for Data Privacy and Security and the supplemental information for the Service Agreement are included as Exhibit A and Exhibit B, respectively, and incorporated into this DPA. Contractor shall complete and sign Exhibit B and append it to this DPA. Pursuant to Education Law Section 2-d, the EA is required to post the completed Exhibit B on its website.


**ARTICLE IV: MISCELLANEOUS**

**1. Priority of Agreements and Precedence.**

In the event of a conflict between and among the terms and conditions of this DPA, including all Exhibits attached hereto and incorporated herein and the Service Agreement, the terms and conditions of this DPA shall govern and prevail, shall survive the termination of the Service Agreement in the manner set forth herein, and shall supersede all prior communications, representations, or agreements, oral or written, by the Parties relating thereto.

## 2. Execution.

This DPA may be executed in one or more counterparts, all of which shall be considered one and the same document, as if all parties had executed a single original document, and may be executed utilizing an electronic signature and/ or electronic transmittal, and each signature thereto shall be and constitute an original signature, as if all parties had executed a single original document.

MEDINA CENTRAL SCHOOL DISTRICT	Paper Education Company Inc.
Signature: 	Signature:
Print Name: William Fiseber	Print Name: Daniel Trang
Title: Director of Technology	Title: Vice-President of Finance
Date: 7/1/2022	Date:



## EXHIBIT A - Education Law §2-d Bill of Rights for Data Privacy and Security

Parents (including legal guardians or persons in parental relationships) and Eligible Students (students 18 years and older) can expect the following:

1. A student's personally identifiable information (PII) cannot be sold or released for any Commercial or Marketing purpose. PII, as defined by Education Law § 2-d and the Family Educational Rights and Privacy Act ("FERPA"), includes direct identifiers such as a student's name or identification number, parent's name, or address; and indirect identifiers such as a student's date of birth, which when linked to or combined with other information can be used to distinguish or trace a student's identity. Please see FERPA's regulations at 34 CFR 99.3 for a more complete definition.
1. The right to inspect and review the complete contents of the student's education record stored or maintained by an educational agency. This right may not apply to Parents of an Eligible Student.
2. State and federal laws such as Education Law § 2-d; the Commissioner of Education's Regulations at 8 NYCRR Part 121, FERPA at 12 U.S.C. 1232g (34 CFR Part 99); Children's Online Privacy Protection Act ("COPPA") at 15 U.S.C. 6501-6502 (16 CFR Part 312); Protection of Pupil Rights Amendment ("PPRA") at 20 U.S.C. 1232h (34 CFR Part 98); and the Individuals with Disabilities Education Act ("IDEA") at 20 U.S.C. 1400 et seq. (34 CFR Part 300); protect the confidentiality of a student's identifiable information.
3. Safeguards associated with industry standards and best practices including, but not limited to, encryption, firewalls and password protection must be in place when student PII is stored or transferred.
4. A complete list of all student data elements collected by NYSED is available at [www.nysed.gov/data-privacy-security/student-data-inventory](http://www.nysed.gov/data-privacy-security/student-data-inventory) and by writing to: Chief Privacy Officer, New York State Education Department, 89 Washington Avenue, Albany, NY 12234.
1. The right to have complaints about possible breaches and unauthorized disclosures of PII addressed. (i) Complaints should be submitted to the EA at: William Fischer, Director of Technology at 355 West Oak Orchard Street, Medina, New York 14103 or by email at [wfischer@medinaesd.org](mailto:wfischer@medinaesd.org). (ii) Complaints may also be submitted to the NYS Education Department at [www.nysed.gov/data-privacy-security/report-improper-disclosure](http://www.nysed.gov/data-privacy-security/report-improper-disclosure), by mail to: Chief Privacy Officer, New York State Education Department, 89 Washington Avenue, Albany, NY 12234; by email to [privacy@nysed.gov](mailto:privacy@nysed.gov); or by telephone at 518-474-0937.
5. To be notified in accordance with applicable laws and regulations if a breach or unauthorized release of PII occurs.
6. Educational agency workers that handle PII will receive training on applicable state and federal laws, policies, and safeguards associated with industry standards and best practices that protect PII.
1. Educational agency contracts with vendors that receive PII will address statutory and regulatory data privacy and security requirements.

Paper Education Company Inc.
Signature:
Print Name:
Title:
Date:

**EXHIBIT B – Bill of Rights for Data Privacy and Security – Supplemental Information for Contracts  
that Utilize Personally Identifiable Information**

Pursuant to Education Law § 2-d and Section 121.3 of the Commissioner’s Regulations, the Educational Agency (EA) is required to post information to its website about its contracts with third-party contractors that will receive Personally Identifiable Information (PII).

<b>Paper Education Company Inc.</b>	
<b>Description of the purpose(s) for which Contractor will receive/access PII</b>	24/7 chat-based tutoring services and actionable insights provided through Paper’s platform, professional development, marketing materials support
<b>Type of PII that Contractor will receive/access</b>	Check all that apply: <input checked="" type="checkbox"/> Student PII <input type="checkbox"/> APPR Data
<b>Contract Term</b>	Contract Start Date: March 14, 2022 Contract End Date: June 30, 2025
<b>Subcontractor Written Agreement Requirement</b>	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)  <input type="checkbox"/> Contractor will not utilize subcontractors. <input checked="" type="checkbox"/> Contractor will utilize subcontractors.
<b>Data Transition and Secure Destruction</b>	Upon expiration or termination of the Contract, Contractor shall: <ul style="list-style-type: none"> <li>• Securely transfer data to EA, or a successor contractor at the EA’s option and written discretion, in a format agreed to by the parties.</li> <li>• Securely delete and destroy data.</li> </ul>
<b>Challenges to Data Accuracy</b>	Parents, teachers or principals who seek to challenge the accuracy of PII will do so by contacting the EA. If a correction to data is deemed necessary, the EA will notify Contractor. Contractor agrees to facilitate such corrections within 21 days of receiving the EA’s written request.



<b>Secure Storage and Data Security</b>	<p>Please describe where PII will be stored and the protections taken to ensure PII will be protected: (check all that apply)</p> <p><input checked="" type="checkbox"/> Using a cloud or infrastructure owned and hosted by a third party.</p> <p><input type="checkbox"/> Using Contractor owned and hosted solution</p> <p><input type="checkbox"/> Other:</p> <p>Please describe how data security and privacy risks will be mitigated in a manner that does not compromise the security of the data:</p>
<b>Encryption</b>	<p>Data will be encrypted while in motion and at rest.</p>

<b>Paper Education Company</b>
Signature:
Print Name: <b>Daniel Trang</b>
Title: <b>Vice-President of Finance</b>
Date:

## EXHIBIT C - Contractor's Data Privacy and Security Plan

The Educational Agency (EA) is required to ensure that all contracts with a third-party contractor include a Data Security and Privacy Plan, pursuant to Education Law § 2-d and Section 121.6 of the Commissioner's Regulations. For every contract, the Contractor must complete the following or provide a plan that materially addresses its requirements, including alignment with the NIST Cybersecurity Framework, which is the standard for educational agency data privacy and security policies in New York State. **While this plan is not required to be posted to the EA's website, contractors should nevertheless ensure that they do not include information that could compromise the security of their data and data systems.**

1	Outline how you will implement applicable data security and privacy contract requirements over the life of the Contract.	Recognized partners act as security/privacy consultants, certification agencies, and forearm annual audits and mitigation oversight.
2	Specify the administrative, operational and technical safeguards and practices that you have in place to protect PII.	With CIS alignment and Privo auditing, we perform regular, annual updates to safeguards, practices and technology to protect PII.
3	Address the training received by your employees and any subcontractors engaged in the provision of services under the Contract on the federal and state laws that govern the confidentiality of PII.	All employees participate in annual security and privacy training. We require adherence to federal and state laws that govern the confidentiality of PII in all subcontractor agreements.
4	Outline contracting processes that ensure that your employees and any subcontractors are bound by written agreement to the requirements of the Contract, at a minimum.	Contracts and employee agreements require attestation and adherence to applicable PII and security regulations, in support of the Contract.
5	Specify how you will manage any data security and privacy incidents that implicate PII and describe any specific plans you have in place to identify breaches and/or unauthorized disclosures, and to meet your obligations to report incidents to the EA.	We have documented an incident response process that outlines identification, mitigation, communication and improvement efforts designed to ensure EA and all customer clarity and confidence associated with data and security.



6	Describe how data will be transitioned to the EA when no longer needed by you to meet your contractual obligations, if applicable.	The EA has constant and regular access to data through the user interface (UI) of the application, and can request data upon termination.
7	Describe your secure destruction practices and how certification will be provided to the EA.	We use comprehensive, secure destruction practices to ensure PII is handled. We will attest to the completion of destruction to the EA.
8	Outline how your data security and privacy program/practices align with the EA's applicable policies.	We leverage expert agencies to audit and certify that our security and privacy program adhere to state and federal regulations.
9	Outline how your data security and privacy program/practices materially align with the NIST Cybersecurity Framework Version 1.1.	SEE EXHIBIT C.1 BELOW

### EXHIBIT C.1 – NIST CSF TABLE

The table below will aid the review of a Contractor's Data Privacy and Security Plan. Contractors should complete the Contractor Response sections in the table below to describe how their policies and practices align with each category in the Data Privacy and Security Plan template. To complete these 23 sections, a Contractor may: (i) Demonstrate alignment using the National Cybersecurity Review (NCSR) Maturity Scale of 1-7 ; (ii) Use a narrative to explain alignment (may reference its applicable policies ); and/or (iii) Explain why a certain category may not apply to the transaction contemplated. Further informational references for each category can be found on the NIST website at <https://www.nist.gov/cyberframework/new-framework>. Please use additional pages if needed.

Function	Category	Contractor Response
IDENTIFY (ID)	<b>Asset Management (ID.AM):</b> The data, personnel, devices, systems, and facilities that enable the organization to achieve business purposes are identified and managed consistent with their relative importance to organizational objectives and the organization's risk strategy.	Aligned. Paper uses standard, secure industry practices to appropriately manage identified resources.
	<b>Business Environment (ID.BE):</b> The organization's mission, objectives, stakeholders, and activities are understood and prioritized; this information is used to inform cybersecurity roles, responsibilities, and risk management decisions.	Aligned. All activities align with corporate security and value and are understood by all employees.
	<b>Governance (ID.GV):</b> The policies, procedures, and processes to manage and monitor the organization's regulatory, legal, risk, environmental, and operational	We perform a risk assessment using a qualified consultant and leverage the services of widely recognized partners to evaluate and ensure we remain in compliance with laws/regulations and other requirements applicable to our product and services.



Function	Category	Contractor Response
	requirements are understood and inform the management of cybersecurity risk.	
	<b>Risk Assessment (ID.RA):</b> The organization understands the cybersecurity risk to organizational operations (including mission, functions, image, or reputation), organizational assets, and individuals.	We perform an annual risk assessment to identify potential issues and leverage a security committee to develop and govern appropriate remediation activities, if needed.
	<b>Risk Management Strategy (ID.RM):</b> The organization's priorities, constraints, risk tolerances, and assumptions are established and used to support operational risk decisions.	We use a consistent and well understood rubric and evaluation criteria to assess and remediate risk.
	<b>Supply Chain Risk Management (ID.SC):</b> The organization's priorities, constraints, risk tolerances, and assumptions are established and used to support risk decisions associated with managing supply chain risk. The organization has established and implemented the processes to identify, assess and manage supply chain risks.	Our supply chain is included in our risk assessment, and we leverage standard and compliant contractual language to assert what must be done to comply with necessary requirements.
PROTECT (PR)	<b>Identity Management, Authentication and Access Control (PR.AC):</b> Access to physical and logical assets and associated facilities is limited to authorized users, processes, and devices, and is managed consistent with the assessed risk of unauthorized access to authorized activities and transactions.	Aligned, using a common role-based access control approach and principle of least privilege (PoLP) on all relevant systems. Our security governance reviews access to key systems and assets companywide.
	<b>Awareness and Training (PR.AT):</b> The organization's personnel and partners are provided cybersecurity awareness education and are trained to perform their cybersecurity-related duties and responsibilities consistent with related policies, procedures, and agreements.	We provide annual security and privacy awareness training to all employees and contractors who access our network.
	<b>Data Security (PR.DS):</b> Information and records (data) are managed consistent with the organization's risk strategy to protect the confidentiality, integrity, and availability of information.	Aligned.
	<b>Information Protection Processes and Procedures (PR.IP):</b> Security policies (that address purpose, scope, roles, responsibilities, management commitment, and coordination among organizational entities), processes, and procedures are maintained and used to manage protection of information systems and assets.	We have clearly documented policies, processes, and procedures that are reviewed annually and made available to all employees.
	<b>Maintenance (PR.MA):</b> Maintenance and repairs of industrial control and information system components are performed consistent with policies and procedures.	Aligned.
	<b>Protective Technology (PR.PT):</b> Technical security solutions are managed to ensure the security and resilience of systems and assets, consistent with related policies, procedures, and agreements.	Aligned.
DETECT (DE)	<b>Anomalies and Events (DE.AE):</b> Anomalous activity is detected and the potential impact of events is understood.	We leverage security tooling to identify anomalous activity and a risk assessment rubric to determine the potential impact and appropriate response.
	<b>Security Continuous Monitoring (DE.CM):</b> The information system and assets are monitored to identify cybersecurity events and verify the effectiveness of protective measures.	We use comprehensive monitoring solutions to identify and mitigate potential cybersecurity events.
	<b>Detection Processes (DE.DP):</b> Detection processes and procedures are maintained and	Aligned. We have a defined response (SOP) for each alert type.



Function	Category	Contractor Response
	tested to ensure awareness of anomalous events.	
RESPOND (RS)	<b>Response Planning (RS.RP):</b> Response processes and procedures are executed and maintained, to ensure response to detected cybersecurity incidents.	Aligned. Our incident response plan is reviewed annually and our compliance with the response plan is consistently monitored.
	<b>Communications (RS.CO):</b> Response activities are coordinated with internal and external stakeholders (e.g. external support from law enforcement agencies).	Our incident response plan identifies the stakeholder communication plan.
	<b>Analysis (RS.AN):</b> Analysis is conducted to ensure effective response and support recovery activities.	Our incident response plan defines how we respond to an incident and the process for analysis.
	<b>Mitigation (RS.MI):</b> Activities are performed to prevent expansion of an event, mitigate its effects, and resolve the incident.	Our incident response plan includes expectations and steps for containment and mitigation.
	<b>Improvements (RS.IM):</b> Organizational response activities are improved by incorporating lessons learned from current and previous detection/response activities.	Our incident response plan includes a retrospective step that ensures we incorporate identified improvements into our work.
RECOVER (RC)	<b>Recovery Planning (RC.RP):</b> Recovery processes and procedures are executed and maintained to ensure restoration of systems or assets affected by cybersecurity incidents.	Aligned. We have recovery procedures that ensure effective restoration of service.
	<b>Improvements (RC.IM):</b> Recovery planning and processes are improved by incorporating lessons learned into future activities.	Our incident response plan includes retrospective steps that ensure we incorporate identified improvements into our work.
	<b>Communications (RC.CO):</b> Restoration activities are coordinated with internal and external parties (e.g. coordinating centers, Internet Service Providers, owners of attacking systems, victims, other CSIRTs, and vendors).	Our incident response plan identifies internal and external stakeholder communications.