

DATA SHARING AND CONFIDENTIALITY AGREEMENT (CONTINUED)

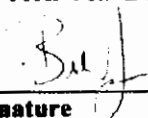
ERIE 1 BOCES

BILL OF RIGHTS FOR DATA SECURITY AND PRIVACY

Erie 1 BOCES is committed to protecting the privacy and security of student, teacher, and principal data. In accordance with New York Education Law § 2-d, the BOCES 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-privacy-security/student-data-inventory>, or by writing to the Office of Information & Reporting Services, New York State Education Department, Room 863 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 the 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 the following website: <http://www.nysed.gov/data-privacy-security/report-improper-disclosure>.

BY THE VENDOR:



Signature

Deputy General Counsel

Title

28 December 2020

Date

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SUPPLEMENTAL INFORMATION ABOUT A CONTRACT BETWEEN BLACKBOARD INC. AND ERIE 1 BOCES

Erie 1 BOCES has entered into a Contract with Blackboard Inc. which governs the availability to Participating Educational Agencies of the following Product(s):

Web Community Manager, Mobile Communications App, Mass Notifications, Teacher Communications, Ally, and Social Media Manager

Pursuant to this Contract, Participating Educational Agencies (*i.e.*, those educational agencies that are authorized to use the above Product(s) by purchasing certain shared technology services and software through a Cooperative Educational Services Agreement with Erie 1 BOCES) may provide to Vendor, and Vendor 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"). Vendor has also entered into a separate Data Sharing and Confidentiality Agreement ("DSC Agreement") with Erie 1 BOCES setting forth Vendor's obligations to protect the confidentiality, privacy and security of Protected Data it receives pursuant to the Contract.

Exclusive Purpose for which Protected Data will be Used: The exclusive purpose for which Vendor is being provided access to the Protected Data is to provide Participating Educational Agencies with the functionality of the Product(s) listed above. Vendor agrees that it will not use the Protected Data for any other purposes not explicitly authorized above or in the DSC Agreement. Protected Data received by Vendor, or any of Vendor'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 Vendor engages subcontractors, assignees, or other authorized agents to perform one or more of its obligations under the Contract (including any hosting service provider), it will require those to whom it discloses Protected Data to execute legally binding agreements acknowledging their obligation under Section 2-d of the New York State Education Law to comply with the same data security and privacy standards required of Vendor under the Contract and applicable state and federal law. Vendor will ensure that such subcontractors, assignees, or other authorized agents abide by the provisions of these agreements by:

Vendors expected to have access to Confidential Information are required to undergo a review process conducted by the Information Security, Privacy and Procurement teams. Included in this assessment is a review of vendor security controls, preferably validated by an external audit report (SOC2, ISO, PCI, etc.). Our contracts with such vendors also include a data processing addendum that imposes materially equivalent provisions to those that we have in place with our clients.

Additionally, Contractors with access to Confidential Information are required to complete information security and privacy training upon hire and annually thereafter.

Duration of Contract and Protected Data Upon Expiration:

- The Contract commences on June 14, 2018, and renews annually.

- After the expiration of the Contract without renewal, or after termination of the Contract prior to expiration, Vendor will securely delete or otherwise destroy any and all Protected Data remaining in the possession of Vendor or its assignees or subcontractors or other authorized persons or entities to whom it has disclosed Protected Data. If requested by Erie 1 BOCES and/or any Participating Educational Agency, Vendor will assist a Participating Educational Agency in exporting all Protected Data previously received back to the Participating Educational Agency for its own use, prior to deletion, in such formats as may be reasonably requested by the Participating Educational Agency.
- In the event the Contract is assigned to a successor Vendor (to the extent authorized by the Contract), the Vendor will cooperate with Erie 1 BOCES as necessary to transition Protected Data to the successor Vendor prior to deletion.
- Neither Vendor nor any of its subcontractors or other authorized persons or entities to whom it has disclosed Protected Data will retain any Protected Data, copies, summaries or extracts of the Protected Data, or any de-identified Protected Data, on any storage medium whatsoever, unless required to by applicable law or court order. Upon request, Vendor and/or its subcontractors or other authorized persons or entities to whom it has disclosed Protected Data, as applicable, will provide Erie 1 BOCES with 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 Vendor, 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 any APPR data provided to Vendor by following the appeal process in their employing school district's applicable APPR Plan.

Data Storage and Security Protections: Any Protected Data Vendor receives will be stored on systems maintained by Vendor, or by a subcontractor under the direct control of Vendor, in a secure data center facility located within the United States. Erie 1 BOCES acknowledge and agree that the Protected Data may be processed outside of the United States. Blackboard, our staff, our authorized affiliates and subsidiaries may need to collect, access, or use Protected Data to fulfill Vendor's obligations under the Contract. Vendor's primary example would be, but not limited to, support personnel responding to cases opened by Participating Educational Agencies or Erie 1 BOCES staff on behalf of Participating Educational Agencies. The measures that Vendor will take to protect Protected Data include adoption of technologies, safeguards and practices that align with the NIST Cybersecurity Framework and industry practices including, but not necessarily limited to, data encryption, firewalls, and password protection. Neither Vendor nor any of its subcontractors or other authorized persons or entities to whom it has disclosed Protected Data will retain any Protected Data, copies, summaries or extracts of the Protected Data, or any de-identified Protected Data, on any storage medium whatsoever upon fulfillment of requested action by Participating Educational Agency or Erie 1 BOCES staff on behalf of Participating Educational Agency.

Encryption of Protected Data: Vendor (or, if applicable, its subcontractors) will protect Protected Data in its custody from unauthorized disclosure while in motion or at rest, for the Blackboard Web Community Manager, Mobile Communications App, Mass Notifications, Teacher Communications, Ally, and Social Media Manager products, 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.