Directions

Below is the Third Party contact that will fill out the Part 121//DPA questionnaire. If this is accurate, click the blue "Publish" button. If not, select the appropriate contact by clicking "Lookup" or create a new contact by clicking "Add New".

Vendor Compliance Contacts

Name (Full)	Email	Phone	Third Party Profile
Julia Trius	julia@edpuzzle.com		EdPuzzle Inc.

General Information

Third Party Profile:	EdPuzzle Inc.	**Overall Status:**	Approved
Questionnaire ID:	280220	**Progress Status:**	100%
Engagements:	EdPuzzle Inc. (DREAM) 22-23	**Portal Status:**	Vendor Submission Received
Due Date:	1/4/2022	**Submit Date:**	12/21/2021
		History Log:	**View History Log**

Review

Reviewer:	CRB Archer Third Party: Risk Management Team	**Review Status:**	Approved
		Review Date:	12/22/2021
Reviewer Comments:			
Unlock Questions for Updates?:	Assessment questions are set to read-only by default as the assessment should be completed by a vendor through the vendor portal. Do you need to unlock the questionnaire to manually make an update to the submitted questions? This field should be reset to null after the update is made, prior to existing the record.		

Data Privacy Agreement and NYCRR Part 121

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:** means 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.

16. **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.

| NYCRR - 121.3 (b)(1): | What is the exclusive purposes for which the student data or teacher or principal data will be used, as defined in the contract? | Student and Teacher Data will be used by Edpuzzle for improving the Services and for the following limited purposes: a. to create the necessary accounts to use the Service; b. to provide teachers with analytics on student progress; c. to send teachers email updates, if applicable; d. to help teachers connect with other teachers from the same school or district; e. to assess the quality of the Service; f. to secure and safeguard personal information of other data subjects; g. to comply with all applicable laws on the protection of personal information. |

NYCRR - 121.3 (b)(2):	Will the organization use subcontractors? If so, how will the organization ensure that the subcontractors, or other authorized persons or entities to whom the third-party contractor will disclose the student data or teacher or principal data, if any, will abide by all applicable data protection and security requirements, including but not limited to those outlined in applicable State and Federal laws and regulations (e.g., FERPA; Education Law section 2-d, NIST Cybersecurity Framework)?	To the extent permitted by law, and as reasonably necessary to provide the Edpuzzle Service to the District, Edpuzzle may provide access to, export, transfer, or otherwise disclose student and/or teacher data to Edpuzzle's assignees, agents and subcontractors; provided that prior to any such disclosure, the assignee, agent or subcontractor receiving data has agreed in writing to comply with data protection obligations consistent with those applicable to Edpuzzle under applicable laws and regulations. Edpuzzle shall assess the privacy and security policies and practices of third-party service providers to ensure such third-party service providers comply with best industry standards, including, but not limited to, ISO and NIST regulations. Edpuzzle only sends personal identifiable information to third-party services that are required to support the service and fully attend Edpuzzle's user needs. Edpuzzle's list of third-party service providers is maintained online and may be found in Edpuzzle's Privacy Policy (https://edpuzzle.com/privacy). In all cases, Edpuzzle shall impose the data protection terms on any third-party service provider it appoints that at a minimum meets the requirements provided for by the Agreement in place between Edpuzzle and District.
NYCRR - 121.3 (b)(3):	What is the duration of the contract including the contract's expected commencement and expiration date? If no contract applies, describe how to terminate the service. Describe what will happen to the student data or teacher or principal data upon expiration. (e.g., whether, when and in what format it will be returned to the educational agency, and/or whether, when and how the data will be securely destroyed and how all copies of the data that may have been provided to 3rd parties will be securely destroyed)	The Service Agreement shall expire either (a) at District's request upon proactive deletion of user accounts; or (b) in the absence of any specific request or action, after eighteen (18) months of account inactivity. Deletion of student accounts must be requested by the District's authorized representative by sending a written request at support@edpuzzle.com or privacy@edpuzzle.com. Disposal of data is described in question 12 below.
NYCRR - 121.3 (b)(4):	How can a parent, student, eligible student, teacher or principal challenge the accuracy of the student data or teacher or principal data that is collected?	Parents and legal guardians shall have the right to inspect and review the complete contents of his or her child's processed personal data. Parents and legal guardians that request copies of their children's personal information shall contact District's personnel to that end. At any time, District can refuse to permit Edpuzzle to further collect personal information from its students, and can request deletion of the collected personal information by contacting Edpuzzle at privacy@edpuzzle.com.

NYCRR - 121.3 (b)(5):	Describe where the student data or teacher or principal data will be stored, described in such a manner as to protect data security, and the security protections taken to ensure such data will be protected and data security and privacy risks mitigated.	The data is stored in externalized databases that are currently being provided by MongoDB Atlas, and simultaneously hosted on Amazon Web Services in North Virginia (United States). AWS security measure description can be found at https://docs.aws.amazon.com/whitepapers/latest/introduction-aws-security/introduction-aws-security.pdf. User-generated content (which may or not contain personal information) may be temporarily stored in other countries in order for Edpuzzle to provide a better service. Concretely, uploaded videos, audios or images may have a copy temporarily stored in other regions to reduce the time of load. This would happen if, for example, a user accessed Edpuzzle from Europe and displayed a video created by an American teacher. In such a case, a temporary copy of such media would be hosted on the European server Amazon Web Services has in that region.
NYCRR - 121.3 (b)(6):	Please describe how and where encryption is leveraged to protect sensitive data at rest and while in motion. Please confirm that all encryption algorithms are FIPS 140-2 compliant.	AES256-CBC (256-bit Advanced Encryption Standard in Cipher Block Chaining mode) for encrypting data at rest.
NYCRR - 121.6 (a):	Please submit the organization's data security and privacy plan that is accepted by the educational agency.	Edpuzzle DPSP_Suppl. Info.docx.pdf
NYCRR - 121.6 (a)(1):	Describe how the organization will implement all State, Federal, and local data security and privacy contract requirements over the life of the contract, consistent with the educational agency's data security and privacy policy.	Edpuzzle hereby commits to fully comply with all applicable federal and state laws and regulations on data protection that apply to the processing of PII that is the subject matter of the Agreement entered into with the District, by inserting privacy by default and by design in the development of product features and the processing of PII. Such laws and regulations may include, without limitation: a. New York State Education Law §2-D. b. Family Educational Rights and Privacy Act of 1974 ("FERPA"). c. Children's Online Privacy Protection Act ("COPPA"). d. Children's Internet Protection Act ("CIPA"). e. Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), if applicable.
NYCRR - 121.6 (a)(2):	Specify the administrative, operational and technical safeguards and practices it has in place to protect personally identifiable information that it will receive under the engagement. If you use 3rd party assessments, please indicate what type of assessments are performed.	Edpuzzle shall implement and maintain reasonable and appropriate technical and organizational security measures to protect the PII with respect to data storage, privacy, from unauthorized access, alteration, disclosure, loss or destruction. Such measures include, but are not limited to: • Pseudonymisation and encryption of PII (TLS v1.2 for all data in transit between clients and server and AES256-CBC (256-bit Advanced Encryption Standard in Cipher Block Chaining mode) for encrypting data at rest). • Password protection. • Ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services. • Restore the availability and access to personal data in a timely manner in the event of a technical incident. • Regularly test, assess and evaluate the effectiveness of technical and organizational measures ensuring the security of the processing. In the event that PII is no longer needed for the specific purpose for which it was provided, it shall be destroyed as per best practices for data destruction using commercially reasonable care, security procedures and practices.

NYCRR - 121.6 (a)(4):	Specify how officers or employees of the organization and its assignees who have access to student data, or teacher or principal data receive or will receive training of the Federal and State laws governing confidentiality of such data prior to receiving access.	During their tenure, all employees are required to complete a refresh of privacy and security training at least annually. They are also required to acknowledge that they have read and will follow Edpuzzle's information security policies at least annually. Some employees, such as engineers, operators and support personnel who may have elevated access to systems or data, will receive additional job-specific training on privacy and security. Edpuzzle may also test employees to ensure they have fully understood security policies. Employees are required to report security and privacy issues to appropriate internal teams in accordance with Edpuzzle's Incident Response Plan ("IRP"). Employees are informed that failure to comply with acknowledged policies may result in consequences, up to and including termination of employment agreements.
NYCRR - 121.6 (a)(5):	Specify if the organization will utilize sub-contractors and how it will manage those relationships and contracts to ensure personally identifiable information is protected.	See answer to NYCRR - 121.3(b)(2).
NYCRR - 121.6 (a)(6):	Specify how the organization will manage data security and privacy incidents that implicate personally identifiable information including specifying any plans to identify breaches and unauthorized disclosures, and to promptly notify the educational agency.	Upon the discovery by Edpuzzle of a breach of security that results in the unauthorized release, disclosure, or acquisition of student data, or the suspicion that such a breach may have occurred, Edpuzzle shall promptly notify District of such incident. Edpuzzle will provide District with reasonably requested information about such security breach and status of any remediation and restoration activities. Complaints on how breaches of Student Data are addressed shall be made to Edpuzzle's Data Protection Officer at Av. Pau Casals 16, Pral. 1-A, 08021 Barcelona, Spain or at privacy@edpuzzle.com, as foreseen in Edpuzzle's Privacy Policy (https://edpuzzle.com/privacy).
NYCRR - 121.6 (a)(7):	Describe whether, how and when data will be returned to the educational agency, transitioned to a successor contractor, at the educational agency's option and direction, deleted or destroyed by the third-party contractor when the contract is terminated or expires. Vendor will be required to complete a Data Destruction Affidavit upon termination of the engagement.	The District will have the ability to download names, responses, results and grades obtained by students in their assignments ("Student Gradebooks") at any point prior to deletion. Except as otherwise provided in the laws, return or transfer of data, other than Student Gradebooks, to the District, shall not apply if proven to be incompatible with the Service, technically impossible or to involve a disproportionate effort for Edpuzzle. In such events, and upon written request by the District, Edpuzzle shall proceed to deletion of personally identifiable information in a manner consistent with the terms of this DSPS, unless prohibited from deletion or required to be retained under state or federal law. Without prejudice to the foregoing, Edpuzzle may keep copies and/or backups of data as part of its disaster recovery storage system for an additional term of thirteen (13) months after termination of services, provided such data is (a) inaccessible to the public; and (b) unable to be used in the normal course of business by Edpuzzle.
NYCRR - 121.9 (a)(1):	Is your organization compliant with the NIST Cyber Security Framework?	Yes
NYCRR - 121.9 (a)(2):	Describe how the organization will comply with the data security and privacy policy of the educational agency with whom it contracts; Education Law section 2-d; and this Part.	See answer to NYCRR - 121.6(a)(1).

NYCRR - 121.9 (a)(3):	Describe how the organization will limit internal access to personally identifiable information to only those employees or sub-contractors that need authorized access to provide services.	All systems with personally identifiable information are restricted to those employees who require it to perform their job duties. Provisioning and deprovisioning is handled through access requests and reviewed by the security team. The principle of least privilege is always applied to all users and all services.
NYCRR - 121.9 (a)(4):	Describe how the organization will control access to the protected data and not use the personally identifiable information for any purpose not explicitly authorized in its contract. (e.g. Role Based Access, Continuous System Log Monitoring/Auditing)	All systems holding personally identifiable information have audit logging enabled. In addition, each user has only access to the minimum level of information required.
NYCRR - 121.9 (a)(5):	Describe how the organization will not disclose any personally identifiable information to any other party without the prior written consent of the parent or eligible student: (i)except for authorized representatives of the third-party contractor such as a subcontractor or assignee to the extent they are carrying out the contract and in compliance with State and Federal law, regulations and its contract with the educational agency; or (ii)unless required by statute or court order and the third-party contractor provides a notice of 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 disclosure is expressly prohibited by the statute or court order.	(i)except for authorized representatives of the third-party contractor such as a subcontractor or assignee to the extent they are carrying out the contract and in compliance with State and Federal law, regulations and its contract with the educational agency; or (ii)unless required by statute or court order and the third-party contractor provides a notice of 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 disclosure is expressly prohibited by the statute or court order. Edpuzzle shall abide by the terms outlined above.
NYCRR - 121.9 (a)(6):	Describe how the organization will maintain reasonable administrative, technical and physical safeguards to protect the security, confidentiality and integrity of personally identifiable information in its custody.	See answer to question NYCRR - 121.6(a)(2).
NYCRR - 121.9 (a)(7):	Describe how the organization will use encryption to protect personally identifiable information in its custody while in motion or at rest.	See answer to question NYCRR - 121.6(a)(2).
NYCRR - 121.9 (a)(8):	Affirmatively state that the organization shall not sell personally identifiable information nor use or disclose it for any marketing or commercial purpose or permit another party to do so.	Affirm
NYCRR - 121.9 (a)(b):	Describe how the organization will supervise its subcontractors to ensure that as subcontractors perform its contractual obligations, the subcontractor will conform with obligations imposed on the third-party contractor by State and Federal law to keep protected data secure.	Assessments are conducted prior to hiring and renewed at least once per annum to ensure subcontractor agreements impose on subcontractor's data protection and security obligations consistent with state and federal law requirements.
NYCRR - 121.10 (a):	Describe how the organization shall promptly notify each educational agency with which it has a contract of any breach or unauthorized release of personally identifiable information in the most expedient way possible and without unreasonable delay but no more than seven calendar days after the discovery of such breach.	See answer NYCRR - 121.6(a)(6).
NYCRR - 121.10 (f):	Affirmatively state that where a breach or unauthorized release is attributed to the organization, the organization shall pay for or promptly reimburse the educational agency for the full cost of such notification.	Affirm
NYCRR - 121.10 (f.2):	Please identify the name of your insurance carrier and the amount of your policy coverage.	Hiscox Ltd. and Coverhound: 1. Workers Compensation: $2,000,000 2. General Liability: $2,000,000 (each occ.) + $4,000,000 (aggregate) 3. Automobile (non-owned): $2,000,000 (each occ.) + $2,000,000 (aggregate) 4. Professional Liability: $1,000,000 (each occ.) + $1,000,000 (aggregate) 5. Cyber Liability: $3,000,000 (each occ.) + $3,000,000 (aggregate)
NYCRR - 121.10 (c):	Affirmatively state that the organization will cooperate with educational agencies and law enforcement to protect the integrity of investigations into the breach or unauthorized release of personally identifiable information.	Affirm

Acceptable Use Policy Agreement:	Do you agree with the Capital Region BOCES [Acceptable Use Policy](http://go.boarddocs.com/ny/crboces/Board.nsf/goto?open&id=BU4QYA6B81BF)? (Click here: http://go.boarddocs.com/ny/crboces/Board.nsf/goto?open&id=BU4QYA6B81BF)	I Agree
Privacy Policy Agreement:	Do you agree with the Capital Region BOCES [Privacy Policy](http://go.boarddocs.com/ny/crboces/Board.nsf/goto?open&id=BWZSQ273BA12)? (Click here: http://go.boarddocs.com/ny/crboces/Board.nsf/goto?open&id=BWZSQ273BA12)	I Agree
Parent Bill of Rights:	Please upload a signed copy of the Capital Region BOCES Parent Bill of Rights. A copy of the Bill of Rights can be found here: https://www.capitalregionboces.org/wp-content/uploads/2021/03/CRB_Parents_Bill_Of_Rights_-Vendors.pdf	DREAM_Consortium_-_NY_DPA (Signed).pdf
DPA Affirmation:	By submitting responses to this Data Privacy Agreement the Contractor agrees to be bound by the terms of this data privacy agreement.	I Agree

Attachments

Name	Size	Type	Upload Date	Downloads
No Records Found				

Comments

Question Name	Submitter	Date	Comment	Attachment
No Records Found				

Vendor Portal Details

Contact Name:	The Risk Mitigation & Compliance Office	**Publish Date:**	
Required Portal Fields Populated:	Yes	**Contact Email Address:**	crbcontractsoffice@neric.org
About NYCRR Part 121:	In order for a vendor to engage with a New York State Educational Agency, the vendor must provide information required by the New York State Commissioner's Regulations Part 121 (NYCRR Part 121) and the National Institute of Standards and Technology Cyber Security Framework. If deemed appropriate, the responses you provide will be used as part of the data privacy agreement between the vendor and the Albany-Schoharie-Schenectady-Saratoga BOCES. This Data Privacy Agreement ("DPA") is by and between the Albany-Schoharie-Schenectady-Saratoga BOCES ("EA"), an Educational Agency, and EdPuzzle Inc. ("CONTRACTOR"), collectively, the "Parties". 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.	**Requesting Company:**	Capital Region BOCES
Created By:		**Third Party Name:**	EdPuzzle Inc.
		Name:	EdPuzzle Inc.-280220