Nanuet Union Free School District
Vendor Agreement

1. Notwithstanding any of the above, the parties agree that New York State Education Law sections 2-d, 101, 207 and 305 and its implementing regulations (Part 121) must be strictly adhered to by the software provider, its agents, officers, employees and third part contractors.

2. The software provider specifically incorporates into this agreement the District Bill of Privacy Rights attached to this agreement as Exhibit A and it agrees to fully abide by them. The additional information required for each agreement will also be included as an attached to the Bill of Rights.

3. In addition, the software provider agrees to the following as provided in 8 NYCRR 121:
   a. To adopt technologies, safeguards and practices that align with the NIST Cybersecurity Framework;
   b. To comply with the data security and privacy policy of the educational agency with whom it contracts, Education Law § 2-d, and 8 NYCRR 121;
   c. To limit internal access to personally identifiable information to only those employees or sub-contractors that need access to provide the contracted services;
   d. To not use the personally identifiable information for any purpose not explicitly authorized in its contract;
   e. To 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.
   f. To maintain reasonable administrative, technical and physical safeguards to protect the security, confidentiality and integrity of personally identifiable information in its custody;
   g. To use encryption to protect personally identifiable information in its custody while in motion or at rest; and
   h. To not sell personally identifiable information nor use or disclose it for any marketing or commercial purpose or facilitate its use or disclosure by any other party for any marketing or commercial purpose or permit another party to do so. (b) Where a third-party contractor engages a subcontractor to perform its contractual obligations, the data protection obligations imposed on the third-party contractor by state and federal law and contract shall apply to the subcontractor.

4. The software provider 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.

5. The software provider also acknowledges the accuracy of Appendix B to this agreement regarding its Data and Security Procedures.

6. The software provider must cooperate with educational agencies and law enforcement to protect the integrity of investigations into the breach or unauthorized release of personally identifiable information.

Vendor Agreement – This Section To Be Completed By Vendor
See Pages 5-8 for Data Security and Privacy Plan

Bill of Rights Supplemental Information (to be filled out for each software/online package: The supplemental information must be developed by the educational agency and include the following information:

(1) List the exclusive purposes for which the student data or teacher or principal data will be used by the third-party contractor, as defined in the contract;

(2) Explain how the third-party contractor will 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 §2-d); 6

(3) State the duration of the contract, including the contract's expiration date and a description of what will happen to the student data or teacher or principal data upon expiration of the contract or other written agreement (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 destroyed).

(4) State if and how a parent, student, eligible student, teacher or principal may challenge the accuracy of the student data or teacher or principal data that is collected;
(5) State 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; and

(6) Explain how the data will be protected using encryption while in motion and at rest.

Data Security and Privacy

 (1) Outline how the third-party contractor 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;

(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 contract;

(3) Demonstrate that it complies with the requirements of Section 121.3(c) of this Part (Bill of Rights);

(4) Specify how officers or employees of the third-party contractor and its assignees who have access to student data, or teacher or principal data receive or will receive training on the federal and state laws governing confidentiality of such data prior to receiving access;

(5) Specify if the third-party contractor will utilize sub-contractors and how it will manage those relationships and contracts to ensure personally identifiable information is protected;

(6) Specify how the third-party contractor 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;
(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: __Eduware Inc._____

Signature: __*Shane Windt*_____

Date: __11/30/2022_____

DATA SECURITY AND PRIVACY PLAN

WHEREAS, Nanuet Union Free School District (hereinafter "School District") and Eduware, Inc. (hereinafter "Contractor") entered into an agreement dated ____11/30/2022_ __ (hereinafter "Agreement") for TestWizard.com, WizardTM.com, ClickerSchool.com (hereinafter "Services").

WHEREAS, pursuant to the requirements under 8 NYCRR 121, Contractor maintains the data security and privacy plan described herein in connection with the Services provided to the School District.

1. During the term of the Agreement, Contractor will implement all State, Federal and local data security and privacy requirements, consistent with the School District's Data Security and Privacy Policy in the following way(s):

   (a) Eduware will adopt technologies, safeguards and practices that align with the NIST Cybersecurity Framework.

   (b) Eduware will comply with the School District Data Security and Privacy Policy, Education Law §2-d, and 8 NYCRR §121.

   (c) Eduware will limit internal access to personally identifiable information to only those employees or subcontractors that need access to provide the contracted services.

   (d) Eduware will not use the personally identifiable information for any purpose not explicitly authorized in this Agreement.

(e) Eduware will not disclose any personally identifiable information to any other party without the prior written consent of the parent or eligible student, unless otherwise authorized pursuant to applicable law.

(f) Eduware will maintain reasonable administrative, technical and physical safeguards to protect the security, confidentiality and integrity of personally identifiable information in its custody.

(g) Eduware will use encryption to protect personally identifiable information in its custody while in motion or at rest.

(h) Eduware will not sell personally identifiable information nor use or disclose it for any marketing or commercial purpose or facilitate its use or disclosure by any other party for any marketing or commercial purpose or permit another party to do so.

(i) In the event Eduware engages a subcontractor to perform its contractual obligations, the data protection obligations imposed on the Eduware shall apply to the subcontractor.

2. Contractor has in place the following administrative, operational and technical safeguards and practices to protect personally identifiable information that it will receive under the Agreement:

(a) Server instances are isolated from public internet and only necessary ports are open for public access, there is no public IP address, if not needed.

● All instances are in configured AWS security groups, which means only specified ports are open to the internet and all management ports are closed.

(b) Operating systems have the latest security updates in order to prevent hacking attempts.

(c) SSL certificates are installed for all sites and all client communication will be encrypted.

(d) There are load balancer services in front of all production servers, which have built-in functions to prevent DDoS attacks.

(e) Database and other files are stored on password protected machines with HTTPS, firewall, and "login-gateway" to help keep data safe.

(f) AWS CloudTrail to save logs of AWS management events.

3. Contractor shall comply with 8 NYCRR 121 in that it acknowledges that it has reviewed the School District's Parents' Bill of Rights for Data Privacy and Security and will comply with same.

(a) Contractor will use the student data or teacher or principal data only for the exclusive purposes defined in the Agreement.

(b) Contractor will ensure that the subcontractor(s) or other authorized persons or entities to whom Contractor will disclose the student data or teacher and principal data, if any, will abide by all applicable data protection and security requirements as described in the "Supplemental Information" appended to the Agreement.

(c) At the end of the term of the Agreement, Contractor will destroy, transition or return, at the direction of the School District, all student data and all teacher and principal data in accordance with the "Supplemental Information" appended to the Agreement.

(d) Student data and teacher and principal data in motion and at rest will be protected using an encryption method that meets the standards described in 8 NYCRR 121.

4. Prior to receiving access to student data and/or teacher and principal data, officer(s) and employee(s) of Contractor and any assignees who will have access to student data or teacher or principal data shall receive training on the Federal and State laws governing confidentiality of such data. Such training shall be provided: *Specify date of each training*

(a) Company-wide FERPa and Security training was done April 1, 2020 and is done as necessary throughout the year and for new employees.

5. Subcontractors:
(a) Eduware, Inc. does not use subcontractors, however in the event that Eduware, Inc.engages subcontractors, assignees, or other authorized agents to perform one or more of its obligations under the AGREEMENT (including any hosting

service provider), it will require those to whom it discloses Protected Data to execute legally binding agreements acknowledging the obligation under Section 2-d of the New York State Education Law to comply with the same data security and privacy standards required of Eduware, Inc. under the AGREEMENT and applicable state and federal law.

6. Contractor has the following procedures, plans or protocols in place to manage data security and privacy incidents that implicate personally identifiable information:

    (a) To immediately notify the School District in the most expedient way possible and without unreasonable delay and in no event more than seven (7) calendar days after discovering that any personally identifiable information of the School District, its employees, students, teachers, principals or administrators is breached and/or released without authorization;

    (b) To take immediate steps to limit and mitigate to the greatest extent practicable the damages arising from any breach or unauthorized release of any personally identifiable information of the School District, its employees, students, teachers, principals or administrators;

7. Termination of Agreement.

    (a) Upon expiration of this Contract without a successor agreement in place, the Vendor shall assist the School District in exporting all Protected Information previously received from, or then owned by the School District.

    (b) Upon expiration of this Contract with a successor agreement in place, the Vendor will cooperate with the School District as necessary to transition protected data to the successor vendor prior to deletion. The Vendor shall thereafter securely delete and overwrite any and all Protected Information remaining in the possession of the Vendor or its assignees or subcontractors (including all hard copies, archived copies, electronic versions or electronic imaging of hard copies of shared data) as well as any and all Protected Information maintained on behalf of the Vendor in secure data center facilities.

    (c) The Vendor shall ensure that no copy, summary or extract of the Protected Information or any related work papers are retained on any storage medium whatsoever by the Vendor, its subcontractors or assignees, or the aforementioned secure data center facilities.

IN WITNESS WHEREOF, the Contractor hereto has executed this Data Security and Privacy Plan as of 10/12/2020.

CONTRACTOR: Eduware, Inc.

Ingrid Hamilton
President, Eduware, Inc.