**DATA PRIVACY AND SECURITY AGREEMENT**

*In Accordance with Section 2-d of the New York Education Law*

This Data Privacy and Security Agreement (the “Agreement”), entered into by between Stock-Trak Inc., with its principal place of business located at 101 Marcel-Laurin Boulevard, suite 330, Saint-Laurent, Quebec, Canada, H4N 2M3 (“Stock-Trak”), and the **[School District]**,with its principal place of business located at **[ADDRESS]** (“District”). Upon being executed by Stock-Trak Inc. and District authorized representatives, this Agreement shall be deemed to have been in full force and effect as of the effective date of the underlying agreement for services between the parties (the “Service Agreement”).

**WHEREAS**, the District is an educational agency within the meaning of New York State Education Law Section 2-d (“Section 2-d”), and Stock-Trak is a third party contractor within the meaning of Section 2-d; and

**WHEREAS**, Stock-Trak and its authorized officers, employees, students and agents shall have access to “student personally identifiable information (PII)," “student data" and/or "teacher or principal data" regulated by Section 2-d; and

**WHEREAS**, the provisions of this Agreement are intended to comply with Section 2-d in all respects. To the extent that any term of the Service Agreement conflicts with the terms of this Agreement, the terms of this Agreement shall apply and be given effect.

**NOW, THEREFORE**, it is mutually agreed as follows:

1. **Confidential Information**
	1. Stock-Trak agrees that in performing the Service Agreement with the District, Stock-Trak may have access to confidential information in the possession of the District, including student directory information; student personally identifiable information (“PII”); personnel information and records; information regarding sensitive, confidential or internal School District matters and other protected information. For the purposes of this Agreement and the Service Agreement, it is agreed that the definition of Confidential Information includes all documentary, electronic or oral information made known to Stock-Trak or developed or maintained by Stock-Trak through any activity related to the Service Agreement. This Confidential information includes student data (as the term is defined under Section 2-d, staff data, metadata, user content, course content, materials, and any and all data and information the District (or authorized end user(s)) uploads or enters through the use of the Stock-Trak’s services.
	2. Stock-Trak agrees to comply with changes in Section 2-d and its regulations and relevant District policy that may change during the term of the Service Agreement.
	3. The term of this Agreement coincides with the term of the Service Agreement. Upon expiration of the Service Agreement to which this Agreement applies, without a successor agreement in place, Stock-Trak shall, at the request of the District, securely delete any student data and teacher or principal data remaining in Stock-Trak's possession (in which case District to provide Stock-Trak with a list of user names to be deleted). If student data or teacher or principal data is to be maintained by Stock-Trak for any lawful purpose, such data shall remain in an encrypted format and shall be stored on systems maintained by Stock-Trak in a secure data facility located within the United States. Stock-Trak’s platform will automatically delete student data and teacher or principal data of any user after 12 months of inactivity on the website.
	4. Notwithstanding the foregoing, the parties agree that the terms and conditions set forth in this Confidential Information section and all of its subparts shall survive the expiration and/or termination of the Service Agreement.
2. **Challenges to Data**
	1. In the event that a student's parent or an eligible student wishes to challenge the accuracy of student data (pertaining to the particular student) that may include records maintained, stored, transmitted, and/or generated by Stock-Trak pursuant to the Service Agreement, the challenge will be processed in accordance with the procedures of the District.
	2. A teacher or principal who wishes to challenge the accuracy of data pertaining to the teacher or principal personally, which is disclosed to Stock-Trak pursuant to the Service Agreement, shall do so in accordance with the procedures for challenging APPR data, as established by the District.
3. **Training**
	1. Stock-Trak represents and warrants that any of its officers, employees, and/or assignees who will have access to student data or teacher or principal data pursuant to the Service Agreement shall comply with the federal and state laws governing confidentiality of such student data and teacher or principal data.
4. **Use/Disclosure of Data**
	1. Stock-Trak shall not sell or use for any commercial purpose student data or teacher or principal data that is received by Stock-Trak pursuant to the Service Agreement or developed by Stock-Trak to fulfill its responsibilities pursuant to the Service Agreement.
	2. Stock-Trak shall use the student and/or staff data, records, or information solely for the exclusive purpose of and limited to that necessary for the Stock-Trak to perform the duties and services required under the Service Agreement. Stock-Trak shall not collect or use educational records of the District or any student and/or staff data of the District for any purpose other than those explicitly authorized in this Agreement or the Service Agreement.
	3. Stock-Trak shall ensure, to the extent that it comes into possession of student data and/or teacher or principal data pursuant to the Service Agreement, that it will not share Confidential Information with any additional parties. Notwithstanding the foregoing, Stock-Trak may share such Confidential Information with an authorized subcontractor or non-employee agent, to the extent such authorized subcontractor or non-employee agent are performing their functions and complying with the terms and conditions set forth in the Service Agreement and this Agreement.

1. **Stock-Trak's Additional Obligations under Section 2-d and this Agreement**
	1. Stock-Trak acknowledges that it has the following obligations with respect to any student data and/or teacher or principal data received through its relationship with the District pursuant to the Service Agreement, and any failure to fulfill these obligations shall be a breach of the Service Agreement. Stock-Trak shall:
* limit internal access to education records to those individuals that are determined to have legitimate educational reasons in compliance with Section 2-d and FERPA;
* not use education records for any purpose other than those explicitly authorized in this Agreement or the Service Agreement;
* not disclose any personally identifiable information to any other party who is not an authorized representative of Stock-Track using the information to carry out that party’s obligations under the Service Agreement, unless (1) that other party has the prior written consent of the parent or eligible student, or (2) the disclosure is required by statute or court order, and notice of the disclosure is provided to the source of the information no later than the time of disclosure, unless such notice is expressly prohibited by the statute or court order;
* maintain reasonable administrative, technical, and physical safeguards to protect the security, confidentiality, and integrity of personally identifiable information in its custody;
* use encryption technology that complies with New York Education Law Section 2-d and related Commissioner Regulations to protect data while in motion or in its custody from unauthorized disclosure;
* notify the educational agency from which student data is received of any breach of security resulting in an unauthorized release of student data by Stock-Trak or its assignees in violation of state or federal law, or of contractual obligations relating to data privacy and security in the most expedient way possible and without unreasonable delay, but no more than seven (7) calendar days after discovery of the breach; and
* ensure by contractual agreements or other legally binding measures that any subcontractor, assignee, or other agent (including any Hosting Service Provider) to whom Stock-Trak discloses protected data will comply with the same data security and privacy standards required of Stock-Trak under this Agreement and applicable state and federal laws.
1. Except as otherwise specified herein, all of the terms contained in the Service Agreement are hereby ratified and confirmed in all respects, and shall continue to apply with full force and effect.
2. It is understood that further revisions to this Agreement may be necessary to ensure compliance with Section 2-d, after certain regulations have been promulgated and model policies have been prepared by the New York State Education Department. Stock-Trak and the District agree to take such additional steps as may be necessary at that time to facilitate compliance with Section 2-d.

**IN WITNESS WHEREOF**, Stock-Trak and the District execute this Agreement as follows:

Stock-Trak Inc. **[School District]**

By: By:

Title: Title:

Signature: Signature:

Date: Date:

**EXHBIT “A”**

**PARENTS’ BILL OF RIGHTS FOR DATA PRIVACY AND SECURITY**

The District is committed to protecting the privacy and security of student, teacher, and principal data in accordance with local, state, and federal regulations and district policies. To this end, and pursuant to U.S. Department of Education (DOE) regulations (Education Law §2-d), the district provides the following Parents’ Bill of Rights for Data Privacy and Security:

* 1. A student’s personally identifiable information cannot be sold or released for any commercial purposes except for school-related purposes.
	2. Parents have the right to inspect and review the complete contents of their child’s education record.
	3. The District has the following safeguards in place to protect student data, including personally identifiable information stored or transferred by the District:
		1. All databases that have student information are protected by a secure password and login. These logins are monitored and kept up to date;
		2. Student information is only accessible by those that are deemed warranted of having the information.
	4. A complete list of all student data elements collected by the New York State Education Department (NYSED) is available for public review at:

<http://www.p12.nysed.gov/irs/sirs/documentation/NYSEDstudentData.xlsx>, or by writing to:

Office of Information & Reporting Services

New York State Education Department

Room 863 EBA

89 Washington Avenue

Albany, New York 12234.

* 1. Parents have the right to have complaints about possible breaches of students data addressed. Complaints should be directed to:

DIRECTOR OF TECHNOLOGY OF SCHOOL DISTRICT

And/or to:

Chief Privacy Officer

New York State Education Department

89 Washington Avenue

Albany, New York 12234 cpo@mail.nysed.gov

This Bill of Rights is subject to change based on regulations of the Commissioner of Education and the NYSED Chief Privacy Officer. Changes/Additions are also anticipated as NYSED releases further guidance documents.

Service Provider:

Date: