Evergreen Charter Elementary School
605 Peninsula Blvd
Hempstead, NY 11550
P: (516) 292-2060
F: (516) 292-0575

Evergreen Charter Intermediate School
436 Front St
Hempstead, NY 11550
P: (516) 226-8680
F: (516) 226-8658

Evergreen Charter Middle School
120 Greenwich St.
Hempstead, NY 11550
P: (516) 399-1020
F: (516) 292-0575

Evergreen Charter High School
94 Fulton Ave.
Hempstead NY 11550
P: (516)-216-5981
F: (516) 216-1973

Evergreen Charter Office Building
28 Richardson Place
Hempstead NY 11550
P: (516)-226-8680
F: (516) 226-8658

CONFIDENTIALITY and DATA SECURITY AND PRIVACY STANDARDS RIDER

a. NAME OF VENDOR HERE, its employees, and/or agents agree that all information obtained in connection with the services provided for in this Agreement is deemed confidential information. NAME OF VENDOR HERE, its employees, and/or agents shall not use, publish, discuss, disclose or communicate the contents of such information, directly or indirectly with third parties, except as provided for in this Agreement. NAME OF VENDOR HERE, further agrees that any information received by NAME OF VENDOR HERE, its employees, and/or agents during the course of the services provided pursuant to this Agreement which concerns the personal, financial, or other affairs of EVERGREEN CHARTER SCHOOL, its employees, agents, clients, and/or students will be treated by NAME OF VENDOR HERE, its employees, and/or agents in full confidence and will not be revealed to any other persons, firms, or organizations.

b. NAME OF VENDOR HERE, acknowledges that it may receive and/or come into contact with personally identifiable information, as defined by New York Education Law Section 2-d, from records maintained by EVERGREEN CHARTER SCHOOL that directly relate to a student(s) (hereinafter referred to as "education record"). NAME OF VENDOR HERE, understands and acknowledges that it shall have in place sufficient protections and internal controls to ensure that information is safeguarded in accordance with applicable laws and regulations, and understands and agrees that it is responsible for complying with state data security and privacy standards for all personally identifiable information from education records, and it shall:

   i. limit internal access to education records to those individuals that are determined to have legitimate educational interests;
   ii. not use the education records for any purposes other than those explicitly authorized in this Agreement;
   iii. maintain reasonable administrative, technical and physical safeguards to protect the security, confidentiality and integrity of education records in its custody; and
   iv. use encryption technology to protect data while in motion or in its custody from unauthorized disclosure using a technology or methodology specified by the secretary of the United States Department of Health and Human Services in guidance issued under Section 13402(H)(2) of Public Law 111-5 and the National Institute of Standards and Technology Cyber Security Framework Version 1.1.

c. NAME OF VENDOR HERE, further understands and agrees that it is responsible for submitting a data security and privacy plan to EVERGREEN CHARTER SCHOOL prior to the start of the term of this Agreement. Such plan shall outline how all state, federal and local data

security and privacy contract requirements will be implemented over the life of the contract consistent with EVERGREEN CHARTER SCHOOL's policy on data security and privacy, as adopted. Further, such plan shall include a signed copy of EVERGREEN CHARTER SCHOOL's Parents' Bill of Rights and the training requirement established by NAME OF VENDOR HERE, for all employees who will receive personally identifiable information from student records (hereinafter referred to as "student data").

d. NAME OF VENDOR HERE, understands that as part of EVERGREEN CHARTER SCHOOL's obligations under New York Education Law Section 2-d, NAME OF VENDOR HERE, is responsible for providing EVERGREEN CHARTER SCHOOL with supplemental information to be included in EVERGREEN CHARTER SCHOOL's Parents' Bill of Rights. Such supplemental information shall be provided to EVERGREEN CHARTER SCHOOL within ten (10) days of execution of this Agreement and shall include:

   i. the exclusive purposes for which the student data will be used;
   ii. how NAME OF VENDOR HERE, will ensure that subcontractors, persons or entities that NAME OF VENDOR HERE, will share the student data with, if any, will abide by data protection and security requirements;
   iii. that student data will be returned or destroyed upon expiration of the Agreement; iv. if and how a parent, student, or eligible student may challenge the accuracy of the student data that is collected; and
   v. where the student 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, including whether such data will be encrypted.

e. In the event of a breach of the within confidentiality and data security and privacy standards provision and unauthorized release of student data, NAME OF VENDOR HERE, shall immediately notify EVERGREEN CHARTER SCHOOL and advise it as to the nature of the breach and steps NAME OF VENDOR HERE, has taken to minimize said breach. Said notification must be made within seven (7) days of the breach. In the case of required notification to a parent or eligible student, NAME OF VENDOR HERE, shall promptly reimburse EVERGREEN CHARTER SCHOOL for the full cost of such notification.

f. In the event that NAME OF VENDOR HERE, fails to notify EVERGREEN CHARTER SCHOOL of a breach, said failure shall be punishable by a civil penalty of the greater of $5,000 or up to $10 per student, teacher and principal whose data was released, provided that the maximum penalty imposed shall not exceed the maximum penalty imposed under General Business Law, section 899-aa(6)(a).

g. Except as set forth in paragraph (f) above, in the event NAME OF VENDOR HERE, violates Education Law 2-d, said violation shall be punishable by a civil penalty of up to $1,000. A second violation involving the same data shall be punishable by a civil penalty of up to $5,000. Any subsequent violation involving the same data shall be punishable by a civil penalty of up to $10,000. Each violation shall be considered a separate violation for

purposes of civil penalties and the total penalty shall not exceed the maximum penalty imposed under General Business Law section 899-aa(6)(a).

h. NAME OF VENDOR HERE, shall indemnify and hold EVERGREEN CHARTER SCHOOL harmless from any claims arising from its breach of the within confidentiality and data security and privacy standards provision.

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Upon termination of this Agreement, NAME OF VENDOR HERE, shall return or destroy all confidential information obtained in connection with the services provided herein and/or student data. Destruction of the confidential information and/or student data shall be accomplished utilizing an approved method of confidential destruction, including, shredding, burning or certified/witnessed destruction of physical materials and verified erasure of magnetic media using approved methods of electronic file destruction. The parties further agree that the terms and conditions set forth herein shall survive the expiration and/or termination of this Agreement.

Date: _____

Company Name: _____

Company Representative-(Print)_____

Company Representative-(Sign)_____