

DATA SECURITY AND PRIVACY PLAN

WHEREAS, the Baldwinsville Central School District (hereinafter “School District”) and MakeMusic, Inc (hereinafter “Contractor”) entered into an agreement dated December 10, 2020 (hereinafter “Agreement”) for MakeMusic (hereinafter “Services”).

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

- During the term of the Agreement with the School District, 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):

We will take reasonable and appropriate measures to protect it from loss, misuse and unauthorized access, disclosure, alteration and destruction of your Personal Data, taking into due account the risks involved in the processing and the nature of the personal data. However, no electronic storage method or data transmission over the Internet can be guaranteed to be 100% secure.

- 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:

For users who are students of U.S. educational institutions that are using the Services and are subject to the Family Educational Rights and Privacy Act (FERPA) and/or where the school has provided consent for us to collect the student’s personal data under the Children’s Online Privacy Protection Act (COPPA), your data will be kept for as long as you are a customer or until an educator, administrator, or parent/guardian associated with your account requests the removal of your information, unless and only to the extent we have a superseding legal obligation to retain the data.

- 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.
 - Contractor will use the student data or teacher or principal data only for the exclusive purposes defined in the Agreement.
 - 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.
 - At the end of the term of the Agreement, Contractor will destroy, and at the direction of the School District return, all student data and all teacher and principal data in accordance with the “Supplemental Information” appended to the Agreement.
 - Student data and teacher and principal data will be stored in accordance with the “Supplemental Information” appended to the Agreement.

- 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.
- 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

- Subcontractors (check one):



Contractor shall not utilize sub-contractors.

Contractor shall utilize sub-contractors. Contractor shall manage the relationships and contracts with such sub-contractors in the following ways in order to ensure personally identifiable information is protected:

- Contractor has the following procedures, plans or protocols in place to manage data security and privacy incidents that implicate personally identifiable information:
Procedures, plans or protocols must, at a minimum, specify plans to identify breaches and unauthorized disclosures, and to promptly notify the School District.

Notify District Immediately.

- Termination of Agreement.
 - Within 30 days of termination of the Agreement, Contractor shall delete or destroy all student data or teacher or principal data in its possession; AND

- Within 30 days of termination of the Agreement, Contractor shall
Returned all data to the School District using request to CS; OR
Transition all data to a successor contractor designated by the School District in
writing using _____.
- In the event of a conflict between the terms of this Data Security and Privacy Plan and
the terms of the Agreement, the terms of this Data Security and Privacy Plan shall
control. All of the defined terms in the Agreement shall have the same definitions in the
Data Security and Privacy Plan, unless otherwise defined herein. Except as expressly set
forth in this Data Security and Privacy Plan, the terms and conditions of the Agreement
shall remain unmodified and in full force and effect.

IN WITNESS WHEREOF, the Contractor hereto has executed this Data Security and Privacy
Plan as of 1/10/21.

CONTRACTOR:



By: Maddy Marsah
Title: Sales Administrator