

**Directions**

Below is the Third Party contact that will fill out the Part 121 questionnaire. If this is accurate, click "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
Pamela LeBlanc	pamela.leblanc@cengage.com		Cengage Learning

**General Information**

<b>Third Party Profile:</b>	Cengage Learning	<b>Overall Status:</b>	Approved
<b>Questionnaire ID:</b>	262254	<b>Progress Status:</b>	<div><div></div>100%</div>
<b>Engagements:</b>	Cengage Learning (DREAM)	<b>Portal Status:</b>	Vendor Submission Received
<b>Due Date:</b>	3/24/2021	<b>Submit Date:</b>	3/9/2021
<b>Reviewer:</b>		<b>Review Status:</b>	Approved
		<b>Review Date:</b>	3/10/2021
		<b>History Log:</b>	<a href="#">View History Log</a>

**NYCRR Part 121**

<b>NYCRR - 121.3 (b)(1):</b>	What is the exclusive purposes for which the student data or teacher or principal data will be used, as defined in the contract?	We do not collect Student Data
<b>NYCRR - 121.3 (b)(2):</b>	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)?	We do not use Subcontractors
<b>NYCRR - 121.3 (b)(3):</b>	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)	July 1, 2021 - June 30, 2022
<b>NYCRR - 121.3 (b)(4):</b>	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?	We do not collect student data
<b>NYCRR - 121.3 (b)(5):</b>	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.	We do not collect student data

<b>NYCRR - 121.3 (b)(6):</b>	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.	We can provide our Security Overview
<b>NYCRR - 121.6 (a):</b>	Please submit the organization's data security and privacy plan that is accepted by the educational agency.	InfoSec Program Overview.docx
<b>NYCRR - 121.6 (a)(1):</b>	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.	please refer to our Cengage security overview document, and our privacy policy is noted here: <a href="https://www.cengage.com/privacy/">https://www.cengage.com/privacy/</a>
<b>NYCRR - 121.6 (a)(2):</b>	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.	please refer to our Cengage security overview document, and our privacy policy is noted here: <a href="https://www.cengage.com/privacy/">https://www.cengage.com/privacy/</a>
<b>NYCRR - 121.6 (a)(4):</b>	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.	please refer to our Cengage security overview document, and our privacy policy is noted here: <a href="https://www.cengage.com/privacy/">https://www.cengage.com/privacy/</a>
<b>NYCRR - 121.6 (a)(5):</b>	Specify if the organization will utilize sub-contractors and how it will manage those relationships and contracts to ensure personally identifiable information is protected.	We do not use subcontractors, but please refer to please refer to our Cengage security overview document, and our privacy policy is noted here: <a href="https://www.cengage.com/privacy/">https://www.cengage.com/privacy/</a>
<b>NYCRR - 121.6 (a)(6):</b>	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.	We have an Incident Response Plan and will notify in accordance with state laws.
<b>NYCRR - 121.6 (a)(7):</b>	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.	We do not collect student data.
<b>NYCRR - 121.9 (a)(1):</b>	Is your organization compliant with the <a href="#">NIST Cyber Security Framework</a> ?	Yes
<b>NYCRR - 121.9 (a)(2):</b>	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.	Please see Information Security Overview document.
<b>NYCRR - 121.9 (a)(3):</b>	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.	Please see Information Security Overview document.
<b>NYCRR - 121.9 (a)(4):</b>	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)	Please see Information Security Overview document.
<b>NYCRR - 121.9 (a)(5):</b>	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.	see our privacy notice. <a href="https://www.cengage.com/privacy/">www.cengage.com/privacy/</a> (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.

<b>NYCRR - 121.9 (a)(6):</b>	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.	Please see Information Security Overview document.
<b>NYCRR - 121.9 (a)(7):</b>	Describe how the organization will use encryption to protect personally identifiable information in its custody while in motion or at rest.	Gale Resources does not track PII.
<b>NYCRR - 121.9 (a)(8):</b>	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
<b>NYCRR - 121.9 (a)(b):</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.	We do not use subcontractors
<b>NYCRR - 121.10 (a):</b>	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.	We have an Incident Response Plan and will notify in accordance with state laws.
<b>NYCRR - 121.10 (f):</b>	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
<b>NYCRR - 121.10 (f.2):</b>	Please identify the name of your insurance carrier and the amount of your policy coverage.	We do not disclose this information
<b>NYCRR - 121.10 (c):</b>	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
<b>Acceptable Use Policy Agreement:</b>	Do you agree with the Capital Region BOCES <a href="#">Acceptable Use Policy</a> ? (Click here: <a href="http://go.boarddocs.com/ny/crboces/Board.nsf/goto?open&amp;id=BU4QYA6B81BF">http://go.boarddocs.com/ny/crboces/Board.nsf/goto?open&amp;id=BU4QYA6B81BF</a> )	I Agree
<b>Privacy Policy Agreement:</b>	Do you agree with the Capital Region BOCES <a href="#">Privacy Policy</a> ? (Click here: <a href="http://go.boarddocs.com/ny/crboces/Board.nsf/goto?open&amp;id=BWZSQ273BA12">http://go.boarddocs.com/ny/crboces/Board.nsf/goto?open&amp;id=BWZSQ273BA12</a> )	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

<b>Contact Name:</b>	The Risk Mitigation & Compliance Office	<b>Publish Date:</b>	
<b>Required Portal Fields Populated:</b>	Yes	<b>Contact Email Address:</b>	crbcontractsoffice@neric.org
<b>About NYCRR Part 121:</b>	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 appropriated, the responses you provide will be used as part of the data sharing agreement between the vendor and the educational agency.	<b>Requesting Company:</b>	Capital Region BOCES
<b>Created By:</b>		<b>Third Party Name:</b>	Cengage Learning
		<b>Name:</b>	Cengage Learning-262254