

# Alexandria®

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P: 1-800-347-6439 | F: 1-888-515-3883  
www.goalexandria.com

Maintenance for: All Updates, Upgrades, and  
Data Backups.

## Account Setup Questions

1) Please provide the name of your school and district, along with the street address. Your license will be registered with this account name:  
OCM BOCES on behalf of DeRuyter Central School 711 Railroad Street  
DeRuyter, New York 13052

2) Who will be the Primary contact for this account? I will need their phone number, email address, and title. Please let me know if there will be a secondary contact on this account:

Allison Comes, Systems Librarian  
acom@ocmboces.org 315-433-2655

3) We want to supply you with an individual account access URL that has meaning for your school/institution. Each URL includes a unique "Account Identifier" as part of the DNS, which you can select yourself. You can use alpha characters only, no spaces, or other special characters (underscore, dash, ampersand, etc.) should be included. You may select a 1st and 2nd choice, just in case. If both choices are already in use, we'll create an ID for your site or contact you for additional choices. The Account Identifier format will be:

<accountidentifier.goalexandria.com>

deruytercentral.goalexandria.com  
deruyter.goalexandria.com

5) We will need you to review and then sign our COMPanion Hosted Solutions Agreement. We do need to have ALL PAGES of the signed document before we process the order.

6) Please provide your ship to and bill to addresses:

P.O. BOX 4754  
Syracuse, NY 13221

7) If the person responsible for the yearly renewals is someone other than the Administrator, please provide their contact information. We will be happy to send them next year's renewal information:

Diana Wendell  
dwendell@ocmboces.org

8) Please let me know if you will be using a Purchase Order number (if yes it can be emailed to me) or if you will be using the signed Proposal as your order confirmation?

PO 20.00078

## Intent to Purchase

The following authorized signature represents our intent to purchase the proposed product and services. By indicating our intent, we understand this pricing will be valid only until specified proposal expiration date.

  
Signature

9/9/2019  
Date

*Purchase Orders and/or payments should be made to COMPanion Corporation.*



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**COMPanion Hosted Solutions Agreement**

COMPanion Corporation  
 1831 Fort Union Blvd, Salt Lake City, Utah 84121  
 800-347-6439 • 801-943-7277 www.companioncorp.com

**COMPANION HOSTED SOLUTIONS DESCRIPTION OF SERVICE**

COMPanion Corporation offers a number of application services that are hosted directly by COMPanion. These services are managed by secure, access restricted equipment that is protected by backup power, housed in a climate controlled environment, and connected to the internet via redundant internet connections. All services are monitored electronically 24/7. Equipment modification and upgrades are scheduled during low use periods and are processed as quickly as possible.

Data storage uses RAID drives for storage integrity. All Data is encrypted and backed up daily both onsite and offsite. Daily Backup Data is kept for a minimum of seven (7) days.

In the unexpected event that you need your data restored from a backup, we will perform that service at no additional charge as quickly as possible.

COMPanion respects your hosted data as confidential and will not distribute any of the data to anyone without prior written authorization. Any authorized third party with which COMPanion does business guarantees the same expectation of confidentiality.

**COMPANION HOSTED SOLUTIONS SERVICE AGREEMENT**

This COMPanion Hosted Solutions Service Agreement (the "Agreement") is entered into by and between **COMPanion Corporation**, a Utah company with a principal place of business at 1831 East Fort Union Blvd., Salt Lake City, Utah 84121 ("COMPanion"), and ("Client") as identified below:

**Institution Name:** OCM BOCES on behalf of DeRuyter Central School

**Principal Address:** OCM BOCES: PO BOX 4754 DeRuyter: 711 Railroad Street  
 Syracuse, NY 13221 DeRuyter, New York 13052

**Primary Business :**

**School District (If not a School, enter "N/A"):** OCM BOCES on behalf of DeRuyter Central School

WHEREAS Client desires, in exchange for the payment of fees, that COMPanion provide Client with access to all or a portion of the Alexandria, Textbook Tracker, or KeepnTrack suite of products and services (the "COMPanion Hosted Service(s)"), as specifically set forth on one or more purchase orders attached hereto and incorporated by reference ("Order Form(s)").

Now, therefore, for good and valuable consideration, the adequacy of which is hereby acknowledged, the parties hereby agree as follows:

**1. Licenses from COMPanion.** Subject to the terms of this Agreement, COMPanion grants to Client during the Subscription Term three nontransferable, nonexclusive worldwide right to permit those individuals authorized by Client or on Client's behalf ("Users") to use three COMPanion Hosted Services and any materials (the "COMPanion Hosted Services") provided or disclosed to Client by COMPanion or its third party suppliers ("Third Party Providers") solely in connection with the COMPanion Hosted Services, all solely for Client's own internal business operations.

The rights granted to Client in this Agreement are subject to all of the following restrictions: (i) the maximum number of users that Client authorizes to access the COMPanion Hosted Service shall not exceed the number allowed by the licenses Client has purchased, as evidenced in Order Form(s); (ii) Licenses cannot be shared or used by more than one institution or site; (iii) Client shall not license, sell, rent, lease,

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transfer, assign, distribute, display, host, outsource, disclose or otherwise commercially exploit or make the COMPanion Hosted Services or the COMPanion Materials available to any third party other than an authorized User; (iv) Client shall not modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the COMPanion Hosted Service or COMPanion Materials or access the COMPanion Hosted Service or COMPanion Materials in order to build a similar or competitive product or service; (v) except as expressly stated herein, no part of the COMPanion Hosted Service or COMPanion Materials may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means, including but not limited to electronic, mechanical, photocopying, recording, or other means; (vi) Client shall not disclose any review of the COMPanion Hosted Service to any third party without COMPanion's prior written approval; (vii) Client agrees to make every reasonable effort to prevent unauthorized third parties from accessing the COMPanion Hosted Service; and (viii) Client acknowledges and agrees that COMPanion or its Third Party Providers shall own all right, title and interest in and to all intellectual property rights (including all derivatives or improvements thereof) in the COMPanion Hosted Service and the COMPanion Materials and any suggestions, enhancement requests, feedback, recommendations or other information provided by Client or any other party relating to the COMPanion Hosted Service or the COMPanion Materials.

**2. Licenses from Client.** Client grants to COMPanion and its Third Party Providers the non-exclusive, worldwide right to use, copy, transmit and display (a) any data, information or other materials, provided to COMPanion by Client in the course of using the COMPanion Hosted Service ("Client Data") solely to the extent necessary to provide the COMPanion Hosted Service and COMPanion Materials to Client, and (b) any trademarks that Client provides COMPanion for the purpose of including them in Client's user interface of the COMPanion Hosted Service ("Client Trademarks").

**3. Billing and Payment.** Domestic Client agrees to pay for all products and services ordered under this Agreement per COMPanion's standard billing policy as described below. International Clients agree to pay in advance for all products and services ordered under this Agreement. All fees under this Agreement are irrevocable and nonrefundable. COMPanion's fees are exclusive of all taxes, levies, or duties imposed by taxing authorities, and Client shall be responsible for payment of all such taxes, levies, or duties, even if such amounts are not listed on an Order Form. Client shall not be responsible for payment of taxes upon presentation of tax exempt certificate. All amounts invoiced hereunder shall be due within 30 days of the date of the invoice. COMPanion's suspension of the COMPanion Hosted Service based on Client's failure to make payment shall not excuse Client from its obligation to make payment(s). In the event Client's account is 30 days or more past due, any and all unpaid payments set forth in an applicable Order Form shall accelerate and become due and payable, notwithstanding any limitation set forth in Section 7. After payment of the total accelerated amount, Client shall be entitled to restoration of the COMPanion Hosted Service.

**4. Term and Termination.** The term of this Agreement shall become effective upon Client's agreement to these terms in an Order Form (the "Agreement Term"). The term of the COMPanion Hosted Service or other product or services offerings set forth in an applicable Order Form hereunder shall commence upon the date of enablement of the applicable COMPanion Hosted Services (as identified in COMPanion's first invoice after execution of such Order Form), or as otherwise set forth in the Order Form.

This agreement will stay in effect as long as the Client maintains a current subscription for the hosted services. Should Client let their subscription lapse, the hosting service will be terminated, and all backups and archives will be permanently deleted within 60 days unless other arrangements have been made with COMPanion.

In the event of any breach of this Agreement by either party, the non-breaching party shall have the right to terminate this Agreement for cause if such breach has not been cured within 30 days of written notice from the non-breaching party specifying the breach in detail, provided however that if COMPanion is the non-breaching party, COMPanion may immediately suspend Client's password, account, access to or use of the COMPanion Hosted Service during such cure period. The following provisions shall survive any termination of this Agreement: Section 4, and Sections 6 through 15.

**5. Representations & Warranties.** Each party represents and warrants that it has the power and authority to enter into this Agreement. COMPanion warrants that (a) it will provide the COMPanion Hosted Service and all Services in a manner consistent with generally accepted industry standards, and (b) the COMPanion Hosted Service will perform substantially in accordance with the COMPanion Hosted Service Materials under normal use.

**6. Disclaimer of Warranties.** EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN SECTION 5 ABOVE, COMPANION AND ITS THIRD PARTY PROVIDERS HEREBY DISCLAIM ALL EXPRESS OR IMPLIED REPRESENTATIONS, WARRANTIES, GUARANTIES, AND CONDITIONS WITH REGARD TO THE COMPANION HOSTED SERVICE, THE COMPANION HOSTED SERVICE MATERIALS, AND RELATED SERVICES INCLUDING BUT NOT LIMITED TO ANY IMPLIED REPRESENTATIONS, WARRANTIES, GUARANTIES, AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND QUALITY OF A SERVICE. COMPANION AND ITS THIRD PARTY PROVIDERS MAKE NO REPRESENTATIONS OR WARRANTIES REGARDING THE RELIABILITY, AVAILABILITY, TIMELINESS, QUALITY, SUITABILITY, TRUTH, ACCURACY OR COMPLETENESS OF THE COMPANION HOSTED SERVICE OR CONTENT, THE COMPANION HOSTED SERVICE MATERIALS, OR THE SERVICES OR THE RESULTS CLIENT MAY OBTAIN BY USING THE COMPANION HOSTED SERVICE MATERIALS. THE PARTIES AGREE THAT THE COMPANION HOSTED SERVICE MATERIALS DO NOT CONSTITUTE, AND SHALL NOT BE CONSTRUED AS, LEGAL ADVICE. SPECIFIC LEGAL ISSUES/SCENARIOS SHOULD BE ADDRESSED WITH COMPETENT LEGAL COUNSEL FAMILIAR WITH EMPLOYMENT AND LABOR



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LAW. THE ACCURACY OF SPECIFIC INFORMATION CONTAINED WITHIN THE COMPANION HOSTED SERVICES AND COMPANION HOSTED SERVICES MATERIALS MAY BE AFFECTED BY DIFFERING FEDERAL AND STATE LAWS AND REGULATIONS. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, COMPANION AND ITS THIRD PARTY PROVIDERS DO NOT REPRESENT OR WARRANT THAT (A) THE OPERATION OR USE OF THE COMPANION HOSTED SERVICE OR COMPANION HOSTED SERVICE MATERIALS WILL BE TIMELY, SECURE, UNINTERRUPTED OR ERROR-FREE; (B) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL CLIENT PURCHASES OR OBTAINS THROUGH THE COMPANION HOSTED SERVICE WILL MEET CLIENT'S REQUIREMENTS; OR (C) THE COMPANION HOSTED SERVICE, COMPANION HOSTED SERVICE MATERIALS, OR THE SYSTEMS THAT MAKE THE SERVICE AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. CLIENT ACKNOWLEDGES THAT NEITHER COMPANION OR ITS THIRD PARTY PROVIDERS CONTROLS THE TRANSFER OF DATA OVER COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET, AND THAT THE COMPANION HOSTED SERVICE AND COMPANION HOSTED SERVICE MATERIALS MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS FACILITIES. COMPANION IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS. EXCEPT WHERE EXPRESSLY PROVIDED OTHERWISE BY COMPANION, THE COMPANION HOSTED SERVICE, THE SERVICES, AND THE COMPANION HOSTED SERVICE MATERIALS ARE PROVIDED TO CLIENT ON AN "AS IS" BASIS.

**7. Limitation of Liability.** EXCEPT WITH RESPECT TO A BREACH OF CONFIDENTIALITY, IN NO EVENT SHALL EITHER PARTY OR THE THIRD PARTY PROVIDERS BE LIABLE TO ANYONE FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, OR FOR ANY DAMAGES FOR LOSS OF DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE, ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO THE USE OR INABILITY TO USE THE COMPANION HOSTED SERVICE, REGARDLESS OF CAUSE, WHETHER IN AN ACTION IN CONTRACT OR NEGLIGENCE OR OTHER TORTIOUS ACTION, EVEN IF THE PARTY FROM WHICH DAMAGES ARE BEING SOUGHT OR THE THIRD PARTY PROVIDER HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**8. Confidential Information.** Each party may have access to information that is confidential to the other party ("Confidential Information"). Confidential Information shall include any information that is clearly identified in writing at the time of disclosure as confidential, as well as any information that, based on the circumstances under which it was disclosed, a reasonable person would believe to be confidential. A party's Confidential Information shall not include information that (i) is or becomes a part of the public domain through no act or omission of the other party; (ii) was in the other party's lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; (iii) is lawfully disclosed to the other party by a third party without restriction on disclosure; (iv) is independently developed by the other party without use of or reference to the other party's Confidential Information; (v) is public record pursuant to Client's state law. The parties agree to use all reasonable care to prevent disclosure of the other party's Confidential Information to any third party. Notwithstanding the foregoing, Client acknowledges and agrees that COMPANION may disclose Client's Confidential Information to its Third Party Providers solely to the extent necessary to provide products or services under this Agreement, provided that COMPANION has a non-disclosure agreement in place with such Third Party Provider. This Section 8 constitutes the entire understanding of the parties and supersedes all prior or contemporaneous agreements, representations or negotiations, whether oral or written, with respect to Confidential Information.

**9. Family and Educational Rights and Privacy Act of 1974 (20 U.S. C. 1232g ("FERPA")).** COMPANION CORPORATION acknowledges that certain information pertaining to student patrons may be contained in records hosted by COMPANION CORPORATION and that this information can also be confidential by reason of FERPA. Except as otherwise provided for herein, Client assumes sole responsibility for complying with all applicable state and federal laws regarding student privacy, including the federal Family Education and Privacy Act (FERPA). COMPANION CORPORATION warrants that it will not use any information from students' accounts for any purpose other than servicing the Client's subscription, and that it will not disclose such information to any third party except as (a) permitted or required by this Agreement, (b) required by law, or (c) otherwise authorized by Client in writing. COMPANION CORPORATION shall comply with all provisions of New York Education Law Section 2-d and the provisions set forth in the attached Exhibit "A", attached hereto and incorporated by reference.

**10. Children's Online Privacy Protection Act ("COPPA").** COMPANION CORPORATION DOES NOT KNOWINGLY SOLICIT OR COLLECT ANY PERSONALLY IDENTIFYING INFORMATION FROM CHILDREN UNDER THE AGE OF 13 THROUGH THE COMPANION HOSTED SERVICES. THE CONTENTS OF RECORDS MAINTAINED IN THE SYSTEM ARE UNDER THE CONTROL OF AND ARE THE SOLE RESPONSIBILITY OF THE CLIENT. COMPANION cannot make the same claim on behalf of any third party site that may be located through COMPANION Hosted Services. Client therefore agrees to inform and educate patrons under the age of 13 that they should not provide any personally identifying information on any third party sites without the direct involvement and verifiable consent of their parents.

**11. Client's Responsibilities.** Client will comply with all applicable local, state, national and foreign laws, treaties, regulations and conventions in connection with its use of the COMPANION Hosted Service, including without limitation those related to data privacy, international communications, and the exportation of technical or personal data from locations other than the location from which COMPANION controls and operates the COMPANION Hosted Service. Client will ensure that any use of the COMPANION Hosted Service by Client's Users is in accordance with the terms of this Agreement and the terms of use within the COMPANION Hosted Service online graphical user interface, to which Client and all Users hereby agree to be bound.



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**12. Notices.** COMPanion may give notice applicable to COMPanion's general COMPanion Hosted Service client base by means of a general notice on the COMPanion Hosted Service and notices specific to Client by electronic mail to Client's e-mail address on record in COMPanion's account information or by written communication sent by first class mail or pre-paid post to Client's address on record in COMPanion's account information. Client may give notice to COMPanion at any time by letter sent by confirmed facsimile to COMPanion, fax number 801-943-7752e or by letter delivered by first class mail or pre-paid post to COMPanion at the address set forth herein. All notices shall be deemed to have been given four business days after mailing or posting (if sent by first class mail or pre-paid post) or 1 business day after sending by confirmed facsimile, e-mail or posting to the COMPanion Hosted Service.

**13. General provisions.** Any action related to this Agreement will be governed by New York law and controlling U.S. federal law. No choice of law rules of any jurisdiction will apply. Any disputes, actions, claims or causes of action arising out of or in connection with this Agreement or the COMPanion Hosted Service shall be subject to the exclusive jurisdiction of the state and federal courts located in Utah. This Agreement, together with any applicable Order Form(s), represents the parties' entire understanding relating to the use of the COMPanion Hosted Service and supersedes any prior or contemporaneous, conflicting or additional, communications. COMPanion reserves the right to change the terms and conditions of this Agreement or its policies relating to the COMPanion Hosted Service at any time, and such changes will be effective upon notice to Client. Client's continued use of the COMPanion Hosted Service after any such changes shall constitute Client's consent to such changes. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision(s) shall be construed to reflect the intentions of the invalid or unenforceable provision(s), with all other provisions remaining in full force and effect. No joint venture, partnership, employment, or agency relationship exists between COMPanion and Client as a result of this Agreement or use of the COMPanion Hosted Service. Except as between OCM BOCES and DeRuyter Central Schools, Client may not assign this Agreement without the prior written approval of COMPanion. Any purported assignment in violation of this section shall be void. COMPanion reserves the right to use Third Party Providers in the provision of the COMPanion Hosted Service, COMPanion Hosted Service Materials, or related services hereunder. The failure of either party to enforce any right or provision in this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by such party in writing. In the event of any litigation of any controversy or dispute arising out of or in connection with this Agreement, its interpretation, its performance, or the like, the prevailing party shall be awarded reasonable attorneys' fees and expenses, court costs, and reasonable costs for expert and other witnesses attributable to the prosecution or defense of that controversy or dispute. Any rights not expressly granted herein are reserved by COMPanion.

**14. Trial Offerings.** If Client has registered for or selected the option for trial, or if an Order Form identifies an offering as a trial offering, the following terms shall apply to all products or services (including but not limited to the COMPanion Hosted Service) identified as "trial" or "evaluation" products or services (or similar designation) (collectively, the "Trial Offerings"): (a) Client shall have the right to authorize a maximum of two (2) Users to access the Trial Offerings; (b) Client's right to use the Trial Offerings shall automatically terminate thirty (30) days after Client accepts the applicable Order Form; (c) Client acknowledges and agrees that COMPanion has the right to use routines such as expiring keys or other devices that are designed to disable, deactivate, or otherwise electronically terminate Client's access to the Trial Offerings at the end of the period of trial or evaluation use; and (d) COMPanion shall have no obligations whatsoever under Section 7e ("Representations and Warranties") with respect to the Trial Offerings.

**15. For KeepnTrack Clients, Sex Offender Records and Criminal Background Check Services (SOR and CBC Services) are consumer reports as defined under the Federal Credit and Reporting Act (FCRA.)** For Client Services that include SOR and CBC the following restrictions apply:

The CBC and SOR services are only permitted for screening people in your hosted database, such as Visitors, Volunteers, Vendors, etc. and can only be used for such permissible purposes. Further, the data is subject to the State Data Source Requirements (DSR) as documented at <http://www.keepntrack.com/DSR.pdf> and future restrictions as required from time-to-time from our data providers. Client certifies that the use of the licensed data is in compliance with all DSR and for a lawful purpose, taking into account all Applicable Laws.

Please be advised that many people share the same or similar names, and the same date of birth. Name and Date of Birth are not sufficient to establish identity and it's up to the Client to use additional information to firmly establish identity before making decisions based upon this data. As an employer relying on a third party to run background checks you must follow the FCRA. If the provided data is challenged, COMPanion has a procedure to dispute or explain an inaccurate report. see <http://www.keepntrack.com/FCRA.html> for further information.

THE SOR & CBC DATA IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. COMPANION AND ITS DATA PROVIDERS MAKE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE SOR & CBC DATA AND DISCLAIM ANY EXPRESS OR IMPLIED WARRANTIES WITH RESPECT THERETO. WITHOUT LIMITING THE FOREGOING, COMPANION AND ITS DATA PROVIDERS DO NOT GUARANTEE OR WARRANT THE ACCURACY, TIMELINESS, COMPLETENESS, CURRENTNESS, MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE OF THE SOR & CBC DATA AND SHALL NOT BE LIABLE FOR ANY LOSS OR INJURY ARISING OUT OF OR CAUSED IN WHOLE OR IN PART BY USE OF THE SOR & CBC DATA. Client shall indemnify, defend, and hold harmless COMPANION and its data providers, from and against any and all liabilities, damages,

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losses, claims, costs, fees, and expenses (including but not limited to reasonable attorney and expert witness fees and expenses) arising out of or related to Client's use of the SOR & CBC data obtained from COMPANION. Client acknowledges and agrees that Licensee's data providers are a third party beneficiary of the provisions of this section, with right of enforcement.

## ACKNOWLEDGEMENT

This Agreement contains the entire agreement of the parties and supersedes all proposals or prior agreements both oral and written, and all other communications between the parties relating to the subject matter of this Agreement. This Agreement may not be modified or changed except in a writing signed by both parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the date this document is electronically signed by the Client, (the "Effective Date").

COMPanion Corporation

By: 

COMPanion Authorized Representative

Client

By: 

Signer Name: Andrew D. Blair

Title: Asst. Supt. for Admin.

Institution: OCM BOCES

## EXHIBIT A

### New York State Education Law Section 2-d

This Exhibit A is part and parcel to the Agreement dated \_\_\_\_\_ by and between COMPanion Corporation (“COMPanion”) and Onondaga Cortland Madison BOCES Board of Cooperative Education Services (“OCM BOCES”).

1. OCM BOCES is an “Educational Agency,” as that term is defined in Section 1.C of Section 2-d of the New York State Education Law (“**Section 2-d**”). COMPanion is a “Third Party Contractor,” as that term is defined in Section 1.K of Section 2-d. OCM BOCES and COMPanion are parties to this Agreement, pursuant to which COMPanion may receive access to Student Data (defined below) regulated by Section 2-d. To the extent that any term of the Agreement between the parties conflicts with the terms set forth in this Exhibit A, the terms of this Exhibit A shall apply and be given effect.

2. As used in this Exhibit A, the following terms will have the following meanings:

- a. “**Student**” shall have the meaning defined in Section 1.F of Section 2-d.
- b. “**Eligible Student**” shall have the meaning defined in Section 1.G of Section 2-d.
- c. “**Personally Identifiable Information**” as applied to Student Data shall have the meaning defined in Section 1.D of Section 2-d.
- d. “**Student Data**” means Personally Identifiable Information from student records that COMPanion receives from OCM BOCES.

Other capitalized terms used in this Exhibit A will have the applicable meaning set forth elsewhere in this Agreement or in Section 2-d.

3. COMPanion agrees that the confidentiality of Student Data shall be maintained in accordance with state and federal laws that protect the confidentiality of Student Data.

4. COMPanion agrees that any of its officers or employees, and any officers or employees of any assignee of COMPanion, who have access to Student Data will be provided training on the federal and state law governing confidentiality of such Student Data prior to receiving access to that data.

5. The exclusive purpose for which COMPanion is being provided access to Student Data is to permit COMPanion to provide services as set forth in the Agreement to the OCM BOCES. Student Data received by COMPanion, or by any assignee of COMPanion or third party contracting with COMPanion, shall not be sold or used for marketing purposes.

6. If COMPanion comes into possession of Student Data, COMPanion will only share such Student Data with additional third parties if those third parties are contractually bound to adhere to data protection and security requirements at least equal to those in use by COMPanion, including those identified in Sections 7 and 10 below.

7. Upon expiration or termination of this Agreement, COMPanion shall retain the Student Data for a reasonable period of time so that the Student Data is available for access by OCM BOCES, subject to the other terms of this Exhibit A, and shall thereafter use commercially reasonable efforts to securely destroy any copy of the Student Data remaining in COMPanion's possession.

8. If a parent, Student, or Eligible Student wishes to challenge the accuracy of Student Data concerning that Student or Eligible Student, that challenge shall be processed through the procedures provided by the Student's school district of enrollment for amendment of education records under the Family Educational Rights and Privacy Act (FERPA).

9. Student Data transferred to COMPanion by OCM BOCES will be stored in electronic memory (on servers or other computers) operated and maintained by or on behalf of COMPanion in the United States. The measures that COMPanion will take to protect the privacy and security of Student Data while it is stored in that manner include, but are not necessarily limited to: encryption to the extent required by Section 2-d; restricted physical access to the servers/computers; software-based solutions intended to prohibit unauthorized entry such as regularly updated virus scans, firewalls, and use of passwords; and administrative controls such as selective user access rights.

10. COMPanion acknowledges that under Section 2-d COMPanion has the following obligations with respect to any Student Data received from OCM BOCES:

- a. COMPanion shall limit internal access to Student Data education records (as that term is used in Section 2-d) to those individuals who have a legitimate educational interest in such data;
- b. COMPanion shall not use Student Data education records for any purpose other than those explicitly authorized in this Agreement;
- c. COMPanion shall not disclose any Personally Identifiable Information to a third party who is not an authorized representative of COMPanion using the information to carry out COMPanion's obligations under this Agreement (1) without the prior written consent of the parent or Eligible Student, or (2) unless the disclosure is required by statute or court order, and notice of the disclosure is provided to the New York Department of Education, district board of education or institution that provided the information no later than the time of disclosure, unless providing such notice is expressly prohibited by the statute or court order;
- d. COMPanion and its assignees shall maintain reasonable administrative, technical, and physical safeguards to protect the security, confidentiality, and integrity of Personally Identifiable Information in its custody;
- e. COMPanion and its assignees shall use encryption technology to protect Student Data while in motion or in its custody from unauthorized disclosure using a technology or methodology specified by the secretary of the U.S. Department of Health and Human Services in guidance issued under P.L. 111-5, Section 13402(H)(2); and



- f. COMPanion shall notify OCM BOCES of any breach of security resulting in an unauthorized release of Student Data by COMPanion or its assignees in violation of applicable state or federal law, in the most expedient way possible and without unreasonable delay. Pursuant to Section 2-d, in the event of any required notification to a parent, eligible student, teacher or principal due to the unauthorized release of student data by COMPanion or its assignee, COMPanion shall promptly reimburse OCM BOCES, as the circumstances may warrant, for the full cost of such notification.

11. It is understood that the parties may need to enter into a written amendment to this Agreement to address (a) other compliance with Section 2-d not addressed in this Exhibit A, after certain regulations have been promulgated by the New York State Education Department, and/or (b) subsequent amendments to Section 2-d that reduce, modify or supplement the requirements reflected in this Exhibit A, and the parties agree to take such additional steps as may be necessary at that time.

12. This Agreement is deemed to incorporate by reference OCM BOCES's Parents' Bill of Rights for data privacy and security which can be viewed on the OCM BOCES's website. COMPanion agrees to comply with all applicable provisions of Section 2-d of the Education Law, any rules and regulations of the New York State Education Department issued thereunder, and the OCM BOCES's Parents' Bill of Rights for data privacy and security, including any amendments to any of these.