

Chief Privacy Officer
New York State Education Department
Room 863 EBA
89 Washington Avenue
Albany, New York 12234.

or

Monroe One Data Protection Officer
William Gregory
Monroe #1 BOCES
41 O'Connor Road
Fairport, NY 14450

Supplemental Information About Agreement Between HUDL and BOCES

(a) The exclusive purposes for which the personally identifiable information will be used by Vendor is to provide the Sports Video Software Services described in the Agreement to a Participating School District pursuant to a BOCES Purchase Order.

(b) Personally identifiable information received by Vendor, or by any assignee of Vendor, from BOCES or from a Participating School District shall not be sold or used for marketing purposes.

(c) Personally identifiable information received by Vendor, or by any assignee of Vendor shall not be shared with a sub-contractor except pursuant to a written contract that binds such a party to at least the same data protection and security requirements imposed on Vendor under this Agreement, as well as all applicable state and federal laws and regulations.

(d) The effective date of this Agreement shall be July 1, 2021 and this Agreement shall remain in effect until June 30, 2022.

(e) Upon request, Vendor shall transfer all educational agency data to the educational agency in a format agreed upon by the parties. Vendor shall thereafter securely delete all educational agency data remaining in the possession of Vendor or its assignees or subcontractors (including all hard copies, archived copies, electronic versions or electronic imaging of hard copies) as well as any and all educational agency data maintained on behalf of Vendor in secure data center facilities. Vendor shall ensure that no copy, summary or extract of the educational agency data or any related work papers are retained on any storage medium whatsoever by Vendor, its subcontractors or assignees, or the secure data center facilities. To the extent that Vendor and/or its subcontractors or assignees may continue to be in possession of any de-identified data (data that has had all direct and indirect identifiers permanently removed with no possibility of reidentification), they each agree not to attempt to re-identify de-identified data and not to transfer de-identified data to any party. Upon request, Vendor and/or its subcontractors or assignees will provide a certification to the BOCES or Participating School District from an appropriate officer that the requirements of this paragraph have been satisfied in full.

(f) State and federal laws require educational agencies to establish processes for a parent or eligible student to challenge the accuracy of their student data. Third party contractors must cooperate with educational agencies in complying with the law. If a parent or eligible student submits a challenge to the accuracy of student data to the student's district of enrollment and the challenge is upheld, Vendor will cooperate with the educational agency to amend such data to the extent the Participating School District cannot update this information on its own.

(g) Vendor shall store and maintain PII in electronic format on systems maintained by Vendor in a secure data center facility in the United States in accordance with its Privacy Policy, NIST Cybersecurity Framework, Version 1.1, and the BOCES data security and privacy policy, Education Law Section 2-d, Part 121 of the Regulations of the Commissioner of Education, and the Monroe #1 BOCES Parents' Bill of Rights for Data Privacy and Security, set forth above.

It is understood that a further Contract Addendum may be necessary to ensure compliance with Education Law Section 2-d and its implementing regulations, following promulgation by the New York State Education Department, and the parties agree to take such additional steps as may be necessary at that time.

Tray Boyer
Vendor Signature

01 July 2021
Date



Daniel T. White
District Superintendent

Lisa N. Ryan
Assistant Superintendent for Finance & Operations

TO: Members of the Board of Education
Mr. Daniel White

FROM: Lisa N. Ryan

A handwritten signature in blue ink, appearing to read 'Lisa', is written over the printed name 'Lisa N. Ryan'.

SUBJECT: Contract Approvals

DATE: May 17, 2022

The purpose of this memo is to request that at our May 26, 2022, Board of Education meeting the Board adopt a resolution to approve the following contracts:

- HUDL – Regional Information Center – per attached

Should you have any questions please contact me prior to our May 26 meeting. Thank you.

AMENDMENT

AMENDMENT ONE, made this 26 day of May, 2022, to the Agreement dated July 1, 2021, (this "Agreement") by between the Monroe 1 Board of Cooperative Educational Services (hereinafter referred to as "BOCES") and Agile Sports Technologies, Inc. dba Hudl (hereinafter referred to as "Hudl"):

WHEREAS, the parties entered into this Agreement effective July 1, 2021, establishing the rights and responsibilities of BOCES and Hudl for services to be provided by Hudl to BOCES; and

WHEREAS, the parties are desirous of providing for amendment of this Agreement;

NOW, THEREFORE, based upon the mutual covenants and understandings between the parties, it is understood and agreed:

FIRST: EFFECT OF THE AMENDMENT

All the terms and provisions set forth at length in this Agreement shall continue in full force and effect, except as expressly modified herein.

SECOND: RENEWAL OF THE AGREEMENT

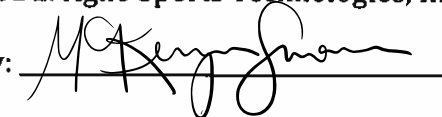
The original term of this Agreement was from July 1, 2021, to June 30, 2022. This Agreement provides for a renewal upon mutual written consent of the parties with all terms and conditions remaining in effect throughout the renewal term. This Agreement shall hereby be extended from July 1, 2022, to June 30, 2025.

THIRD: PRICING

Schedule I is hereby superseded and replaced by the attached 2022-2023 price list. Hudl will update Schedule I annually in writing.

FOURTH: This Amendment One is subject to formal approval by BOCES and shall have no force or effect until such approval and full execution by the parties hereto.

BOCES: Monroe 1 Board of Cooperative Education Services
By:  Date: 5/20/22

HUDL: Agile Sports Technologies, Inc. dba Hudl
By:  Date: 5/27/2022