

B. Part 121 Supplemental Information²

The bill of rights shall also include supplemental information for each contract the educational agency enters into with a third-party contractor where the third-party contractor receives student data or teacher or principal data. The supplemental information must be developed by the educational agency and include the following information:

- 1. The exclusive purposes for which the student data or teacher or principal data will be used by the third-party contractor, as defined in the contract;**

PLTW Data Security and Privacy Plan, Section 2. Use or access to protected data shall be limited to PLTW representatives with a legitimate interest, including limits on internal access to education records to those individuals determined to have legitimate educational interests.

PLTW Data Security and Privacy Plan, Section 15. Personally identifiable information shall not be used for targeted advertising or sale or release for a commercial purpose, other than as required or specifically permitted under this Agreement, PLTW's Privacy Policy, or permitted or required by law.

- 2. How the third-party contractor will 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 §2-d);**

PLTW Data Security and Privacy Plan, Section 4. Reasonable administrative, technical and physical safeguards shall be maintained by PLTW and its service providers and vendors to protect the security, confidentiality, and integrity of personally identifiable information in its custody, including by protecting information from unauthorized access, destruction, use, modification, or disclosure; by deleting covered information upon request; and by developing contracts with third party vendors and service providers that (a) require such safeguards, (b) include measures to be taken to address service interruptions, and (c) require incident response plans, breach notification and remedial measures, and liability protection and indemnification in the event of a data security incident; and (d) store data in secure cloud data centers residing in the United States of America.

- 3. The duration of the contract, including the contract's expiration date and a description of what will happen to the student data or teacher or principal data upon expiration of the contract or other written agreement (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 destroyed):**

The duration of the Agreement is defined therein.

PLTW Data Security and Privacy Plan, Section 22. Except as otherwise provided herein, PLTW will take reasonable steps to dispose of or de-identify all Data when it is no longer needed for the purpose for which it was obtained.

- Disposition will include (1) shredding of any hard copies of Data; (2) erasing; or (3) otherwise modifying the PII in any Data to make it unreadable or indecipherable.
- This duty to dispose does not extend to Data (1) for which PLTW has specifically obtained consent from the parent, legal guardian, and/or eligible student to keep; (2) that has been de-identified; and/or (3) that otherwise saved or maintained by a student.

² Source: Part 121 8 NYCRR 121.3(c)