

New York State Education Law Section 2-d Vendor Compliance Agreement

This Agreement (the “Agreement”), effective as of 07/10/2019, is entered into by and between Corning-Painted Post Area School District (the “District”) and Barracuda Networks, Inc. (“Barracuda”).

WHEREAS, the District is an educational agency within the meaning of Section 2-d of the New York State Education Law (“Section 2-d”);

WHEREAS, Section 2-d requires that an education agency enter into a written contract with a third party contractor where such contractor receives student, teacher or principal data from the education agency (“Data”).

NOW, THEREFORE, for good and valuable consideration, the parties agree as follows:

1. The term of this Agreement shall expire on the termination date of the services.
2. Any Data shared by the District with Barracuda shall continue to be the property of, and under the control of, the District.
3. Parents, legal guardians, or eligible students may review personally identifiable information in Data and correct erroneous information by the following protocol: Obtain solely from direct primary data source.
4. Barracuda shall take actions to ensure the security and confidentiality of Data by the following measures: Employee security and awareness training.
5. The District may request that Barracuda delete Data in its possession in accordance with the process outlined in Barracuda’s Privacy Policy, located on its website here: <https://www.barracuda.com/company/legal/privacy>.
6. The procedures by which students may retain possession and control of their own Data are outlined as follows: Obtain solely from direct primary data source.
7. In the event of a known unauthorized disclosure of Data, Barracuda shall report it to the District in accordance with its breach policies and procedures.
8. Barracuda shall not use any information in Data for any purpose other than those required or specifically permitted by Barracuda’s terms and conditions.
9. Barracuda certifies that Data shall only be retained or available to the Barracuda upon completion of the services in accordance with its policies.


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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

Barracuda Networks, Inc.

Corning-Painted Post Area School District

Signature: 

Signature: _____

Name: Diane Honda

Name: _____

Title: CAO and General Counsel

Title: _____

Date: 07/10/2019

Date: _____