

**Amendment to Campus and School Agreement
G Suite for Education Services
Erie 1 BOCES**

This Amendment to the Agreement (the “**Amendment**”) is made and entered into as of the date of the last signature below by and between Google LLC (“**Google**” or “**Vendor**”), a corporation having its principal offices at 1600 Amphitheatre Parkway, Mountain View, CA, 94043, and Erie 1 Board of Cooperative Educational Services (“**Erie 1 BOCES**” or “**Customer**”) a municipal corporation organized and existing under the Education Law of the State of New York having its principal offices at 355 Harlem Road, West Seneca, NY 14224 (each a “**Party**” and, collectively, the “**Parties**”). This Amendment will be effective as of the last signature date below (the “**Amendment Effective Date**”).

WHEREAS, Parties have entered into an Agreement on September 30, 2019 (“**Agreement**”) governing the provision of the G Suite for Education services (“**Services**”) which is set to expire on June 30, 2020; and

WHEREAS, Parties wishes to amend the Agreement so as to extend the Term of the Agreement, as well as, to adopt language necessary to maintain compliance with New York law including but not limited to New York’s Education Law Section 2-d (“**Education Law 2-d**”); and

WHEREAS, a Board of Cooperative Educational Services (“**BOCES**”) is a municipal corporation organized and existing under the Education Law of the State of New York that pursuant to Education Law §1950 provides shared computer services and software to school district components (“**District**” or “**Districts**”) of the Regional Information Center (“**RIC**”) and in that capacity purchases various products for use by said districts as part of the BOCES service, and

WHEREAS, several BOCES throughout New York State wish to continue to offer G Suite for Education to its Districts as part of the BOCES service;

NOW, THEREFORE, And in consideration of the mutual promises hereinafter set forth, the parties agree as follows:

AGREEMENT:

1. Termination Date. The termination date of the Agreement dated September 30, 2019 is partially amended by the terms in Section 1.9 and shall read as follows:

“1.9 TERM AND TERMINATION

- 1.9.1 Term of Agreement**. The initial term of this Agreement shall commence on the Amendment Effective Date and continue until 11:59 pm June 30, 2023 (“**the Initial Term**”), unless earlier terminated as otherwise set forth herein. The Initial Term



may be extended for successive renewal terms of three (3) years (each a “**Renewal Term**”) by mutual execution by the Parties of either a written Amendment to this Agreement, or, a new Agreement. Notwithstanding the foregoing, if Customer continues to use the Services after the end of the Initial Term (and each Renewal Term, if applicable), the Agreement will automatically renew for consecutive renewal terms of 12 months unless either party gives 30 day prior notice of non-renewal of the Initial Term or any Renewal Term.

1.9.2 Termination for Convenience. Subject to any financial commitments in an Order Form or addendum to the Agreement, Customer may terminate this Agreement for any reason prior to the expiration of its Initial Term (or the expiration of any Renewal Term) upon ninety (90) days’ written notice to Google.

1.9.3 Termination for Breach. The terms of Section 11.3 (Termination for Breach) of Google G Suite for Education terms in Exhibit A will govern.

2. Compliance with Education Law 2-d.

A. Exhibit B (including its Appendix) of the Agreement is deleted in its entirety and replaced with the following:

**EXHIBIT B
PARENTS’ BILL OF RIGHTS FOR DATA PRIVACY AND SECURITY**

Erie 1 BOCES is committed to protecting the privacy and security of student, teacher, and principal data. In accordance with New York Education Law § 2-d, the BOCES wishes to inform the community of the following:

- (1) A student's personally identifiable information cannot be sold or released for any commercial purposes.
- (2) Parents have the right to inspect and review the complete contents of their child's education record.
- (3) State and federal laws protect the confidentiality of personally identifiable information, and safeguards associated with industry standards and best practices, including but not limited to, encryption, firewalls, and password protection, must be in place when data is stored or transferred.
- (4) A complete list of all student data elements collected by the State is available for public review at <http://www.nysed.gov/data-privacy-security/student-data-inventory>, or by



writing to the Office of Information & Reporting Services, New York State Education Department, Room 863 EBA, 89 Washington Avenue, Albany, New York 12234.

- (5) Parents have the right to have complaints about possible breaches of student data addressed. Complaints should be directed in writing to the Chief Privacy Officer, New York State Education Department, 89 Washington Avenue, Albany, New York 12234. Complaints may also be submitted using the form available at the following website <http://www.nysed.gov/data-privacy-security/report-improper-disclosure>.

BY THE VENDOR (Google LLC):

Signature

Printed Name

Title

Date



EXHIBIT B (CONTINUED)
SUPPLEMENTAL INFORMATION
ABOUT THE G SUITE FOR EDUCATION SERVICES AGREEMENT
BETWEEN ERIE 1 BOCES AND GOOGLE LLC

Erie 1 BOCES has entered into a G Suite for Education Services Agreement (“Agreement”) with Google LLC, which governs the availability to Participating Educational Agencies of the following Product(s):

G Suite for Education

Pursuant to the Agreement, Participating Educational Agencies may provide to Vendor, and Vendor will receive, personally identifiable information about students, or teachers and principals, that is protected by Section 2-d of the New York State Education Law (“Protected Data” and also identified as “Customer Data” in Vendor’s terms).

Exclusive Purpose for which Protected Data will be Used: The exclusive purpose for which Vendor is being provided access to Protected Data is to provide Participating Educational Agencies with the functionality of the Product(s) listed above, in accordance with the Google G Suite for Education terms located at https://gsuite.google.com/intl/en/terms/education_terms.html. Vendor agrees that it will not use the Protected Data for any other purposes not explicitly authorized in the Agreement. Protected Data received by Vendor, or any of Vendor’s subcontractors, assignees, or other authorized agents, will not be sold, or released or used for any commercial or marketing purposes.

Oversight of Subprocessors: In the event that Vendor engages subprocessors to perform one or more of its obligations under the Agreement (including any hosting service provider), such engagement will be subject to the Google Data Processing Amendment terms at https://gsuite.google.com/terms/dpa_terms.html and the Agreement. Vendor will ensure that such subprocessors abide by the provisions of the Agreement and will remain responsible for all acts and omissions of such Subprocessors in connection with the aforementioned obligations.

For reference purposes only, the terms of Section 11 (Subprocessors) of the Google Data Processing Amendment available at https://gsuite.google.com/terms/dpa_terms.html (or such other URL Vendor may designate) in effect as of the Amendment Effective Date state:

“11. Subprocessors

11.1 Consent to Subprocessor Engagement. Customer specifically authorizes the engagement as Subprocessors of: (a) those entities listed as of the Amendment Effective Date at the URL specified in Section 11.2 (Information about Subprocessors); and (b) all other Google Affiliates from time



to time. In addition, without prejudice to Section 11.4 (Opportunity to Object to Subprocessor Changes), Customer generally authorizes the engagement as Subprocessors of any other third parties (“New Third Party Subprocessors”). If Customer has entered into Model Contract Clauses as described in Section 10.2 (Transfers of Data), the above authorizations constitute Customer’s prior written consent to the subcontracting by Google LLC of the processing of Customer Data.

11.2 Information about Subprocessors. Information about Subprocessors, including their functions and locations, is available at <https://gsuite.google.com/intl/en/terms/subprocessors.html> (as may be updated by Google from time to time in accordance with this Data Processing Amendment).

11.3 When engaging any Subprocessor, Google will:

a. ensure via a written contract that:

- i. the Subprocessor only accesses and uses Customer Data to the extent required to perform the obligations subcontracted to it, and does so in accordance with the Agreement (including this Data Processing Amendment) and any Model Contract Clauses entered into or Alternative Transfer Solution adopted by Google as described in Section 10.2 (Transfers of Data); and
- ii. if the GDPR applies to the processing of Customer Personal Data, the data protection obligations described in Article 28(3) of the GDPR, as described in this Data Processing Amendment, are imposed on the Subprocessor; and

b. remain fully liable for all obligations subcontracted to, and all acts and omissions of, the Subprocessor.

11.4 Opportunity to Object to Subprocessor Changes.

a. When any New Third Party Subprocessor is engaged during the applicable Term, Google will, at least 30 days before the New Third Party Subprocessor starts processing any Customer Data, notify Customer of the engagement (including the name and location of the relevant subprocessor and the activities it will perform).

b. Customer may, within 90 days after being notified of the engagement of a New Third Party Subprocessor, object by terminating the applicable Agreement immediately upon written notice to Google. This termination right is Customer’s sole and exclusive remedy if Customer objects to any New Third Party Subprocessor.”

Duration of Agreement and Protected Data Upon Expiration:

- The Agreement commences on August 1, 2020 and expires on June 30, 2023.
- Data Deletion. Upon expiration of the Agreement without renewal, or upon termination of the Agreement prior to expiration, Vendor will securely delete all Protected Data remaining in the possession of Vendor in accordance with the then-current terms of the Google Data Processing Amendment (Section 6.2 and Section 6.3) described at https://gsuite.google.com/terms/dpa_terms.html (or such other URL Vendor may designate).



For reference purposes only, the terms of Section 6.2 (Deletion on Term Expiry) and Section 6.3 (Deferred Deletion Instruction) of the Google Data Processing Amendment in effect as of the Effective Date state:

“6.2 Deletion on Term Expiry. Subject to Section 6.3 (Deferred Deletion Instruction), on expiry of the applicable Term, Customer instructs Google to delete all Customer Data (including existing copies) from Google’s systems in accordance with applicable law. Google will comply with this instruction as soon as reasonably practicable and within a maximum period of 180 days, unless European or National Law requires storage. Without prejudice to Section 9.1 (Access; Rectification; Restricted Processing; Portability), Customer is responsible for exporting, before the applicable Term expires, any Customer Data it wishes to retain.

6.3 Deferred Deletion Instruction. To the extent any Customer Data covered by the deletion instruction described in Section 6.2 (Deletion on Term Expiry) is also processed, when the applicable Term under Section 6.2 expires, in relation to an Agreement with a continuing Term, such deletion instruction will only take effect with respect to such Customer Data when the continuing Term expires. For clarity, this Data Processing Amendment will continue to apply to such Customer Data until its deletion by Google.”

Challenging Accuracy of Protected Data: Parents or eligible students can challenge the accuracy of any Protected Data provided by a Participating Educational Agency to Vendor, by contacting the student's district of residence regarding procedures for requesting amendment of education records under the Family Educational Rights and Privacy Act (FERPA). Teachers or principals may be able to challenge the accuracy of APPR data provided to Vendor by following the appeal process in their employing school district’s applicable APPR Plan.

Data Storage and Security Protections: Any Protected Data Vendor receives will be stored and process anywhere Vendor or its Subprocessors maintain facilities in accordance with the terms of Section 10.1 (Data Storage and Processing Facilities) described at https://gsuite.google.com/terms/dpa_terms.html (or such other URL Vendor may designate). The parties agree that Customer will only be able to select regions for the storage of Protected Data as described in the “Data Regions” section of the G Suite Service Specific Terms (available at <https://gsuite.google.com/terms/service-terms/> or a successor URL) (the “Data Regions Provisions”), unless otherwise agreed to by the parties. If “Data regions” (as described at <https://gsuite.google.com/products/admin/data-regions/> or a successor URL) is enabled by Customer, Vendor will transfer all Located Data (as defined in the Data Regions Provisions) for the applicable End User(s) to the selected Data Region (to the extent any Located Data is not already in the selected Data Region), as further described in the Data Regions Provisions. Customer acknowledges and agrees that (i) while the transfer is occurring, Located Data (to the extent any Located Data is not already in the selected Data Region) may be stored anywhere Vendor or its Subprocessors (as defined in the Google Data Processing Amendment) maintain facilities, and (ii) if Customer disables Data regions, Vendor may store and process Protected Data anywhere Vendor or its Subprocessors maintain facilities for a period of time, as described in the Google Data Processing Amendment. The measures that Vendor takes to protect Protected Data



are described in the Google Data Processing Amendment available at https://gsuite.google.com/terms/dpa_terms.html (or such other URL Vendor may designate).

Encryption of Protected Data: Subject to the terms of Appendix 2 (Security Measures) of the Google Data Processing Amendment available at https://gsuite.google.com/terms/dpa_terms.html (or such other URL Vendor may designate), Vendor will encrypt Protected Data.

For reference purposes only, Appendix 2 (Security Measures) of the Google Data Processing Amendment in effect as of the Effective Date states:

“Encryption Technologies. Google makes HTTPS encryption (also referred to as SSL or TLS connection) available. Google servers support ephemeral elliptic curve Diffie-Hellman cryptographic key exchange signed with RSA and ECDSA. These perfect forward secrecy (PFS) methods help protect traffic and minimize the impact of a compromised key, or a cryptographic breakthrough.”

3. Miscellaneous. The Agreement remains in full force and effect except as modified by this Amendment. To the extent the Agreement and this Amendment conflict, this Amendment governs. This Amendment may be executed in one or more counterparts including facsimile, PDF or other electronic copies, which when taken together upon proper delivery will constitute a single instrument. The Agreement’s governing law and dispute resolution provisions also apply to this Amendment.

Signed by the parties’ authorized representatives on the dates below

Google LLC (“Google”)

By: _____

Name: _____

Title: _____

Date: __

ERIE 1 BOCES (“Customer”)

By:  _____

Name: James Fregelette

Title: Executive Director

Date: 8/1/20

