




## Parents Bill Of Rights for Vendors Working With Capital Region BOCES

Albany-Schoharie-Schenectady-Saratoga BOCES (Capital Region BOCES), in recognition of the risk of identity theft and unwarranted invasion of privacy, affirms its commitment to safeguarding student personally identifiable information (PII) in educational records from unauthorized access or disclosure in accordance with State and Federal law. BOCES establishes the following parental bill of rights:

- Student PII will be collected and disclosed only as necessary to achieve educational purposes in accordance with State and Federal Law.
- A student's personally identifiable information cannot be sold or released for any marketing or commercial purposes by BOCES or any a third party contractor. BOCES will not sell student personally identifiable information and will not release it for marketing or commercial purposes, other than directory information released by BOCES in accordance with BOCES policy;
- Parents have the right to inspect and review the complete contents of their child's education record (for more information about how to exercise this right, see 5500-R);
- State and federal laws, such as NYS Education Law §2-d and the Family Educational Rights and Privacy Act, protect the confidentiality of students' personally identifiable information. 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;
- A complete list of all student data elements collected by the State Education Department is available for public review at <http://nysed.gov/data-privacy-security> or by writing to: Chief Privacy Officer, New York State Education Department, 89 Washington Avenue, Albany, NY 12234.
- Parents have the right to have complaints about possible breaches and unauthorized disclosures of student data addressed. Complaints should be directed to the Data Protection Officer, 518-464-5139, [DPO@neric.org](mailto:DPO@neric.org), Capital Region BOCES, 900 Watervliet-Shaker Rd., Albany NY 12205. Complaints can also be directed to the New York State Education Department online at <http://nysed.gov/data-privacy-security> by mail to the Chief Privacy Officer, New York State Education Department, 89 Washington Avenue, Albany, NY 12234 or by email to [privacy@mail.nysed.gov](mailto:privacy@mail.nysed.gov) or by telephone at 518-474-0937.
- Parents have the right to be notified in accordance to applicable laws and regulations if a breach or unauthorized release of their student's PII occurs.
- Parents can expect that educational agency workers who handle PII will receive annual training on applicable federal and state laws, regulations, educational agency's policies and safeguards which will be in alignment with industry standards and best practices to protect PII.

In the event that BOCES engages a third party provider to deliver student educational services, the contractor or subcontractors will be obligated to adhere to State and Federal Laws to safeguard student PII. Parents can request information about third party contractors by contacting the Data Protection Officer, 518-464-5139, [DPO@neric.org](mailto:DPO@neric.org), 900 Watervliet-Shaker Rd., Albany NY 12205, or can access the information on the Capital Region BOCES website [www.capitalregionboces.org](http://www.capitalregionboces.org).

Vendor/Company Name: Turnitin, LLC

Signature: 

Title: Angela Rhee for Chris Caren, CEO

Date: 21 December 2021

**Directions**

Below is the Third Party contact that will fill out the Part 121//DPA questionnaire. If this is accurate, click the blue "Publish" button. If not, select the appropriate contact by clicking "Lookup" or create a new contact by clicking "Add New".

**Vendor Compliance Contacts**

Name (Full)	Email	Phone	Third Party Profile
Gwen Pratt	gpratt@turnitin.com		Turnitin, LLC

**General Information**

<b>Third Party Profile:</b>	Turnitin, LLC	<b>Overall Status:</b>	Approved
<b>Questionnaire ID:</b>	280226	<b>Progress Status:</b>	 100%
<b>Engagements:</b>	Turnitin LLC (DREAM) 22-23	<b>Portal Status:</b>	Vendor Submission Received
<b>Due Date:</b>	1/4/2022	<b>Submit Date:</b>	12/21/2021
		<b>History Log:</b>	<a href="#">View History Log</a>

**Review**

<b>Reviewer:</b>	CRB Archer Third Party: Risk Management Team	<b>Review Status:</b>	Approved
		<b>Review Date:</b>	12/22/2021

**Reviewer Comments:**

**Unlock Questions for Updates?:** Assessment questions are set to read-only by default as the assessment should be completed by a vendor through the vendor portal. Do you need to unlock the questionnaire to manually make an update to the submitted questions? This field should be reset to null after the update is made, prior to existing the record.

**Data Privacy Agreement and NYCRR Part 121**

As used in this DPA, the following terms shall have the following meanings:

1. **Breach:** The unauthorized acquisition, access, use, or disclosure of Personally Identifiable Information in a manner not permitted by State and federal laws, rules and regulations, or in a manner which compromises its security or privacy, or by or to a person not authorized to acquire, access, use, or receive it, or a Breach of Contractor's security that leads to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Personally Identifiable Information.
2. **Commercial or Marketing Purpose:** means the sale, use or disclosure of Personally Identifiable Information for purposes of receiving remuneration, whether directly or indirectly; the sale, use or disclosure of Personally Identifiable Information for advertising purposes; or the sale, use or disclosure of Personally Identifiable Information to develop, improve or market products or services to students.
3. **Disclose:** To permit access to, or the release, transfer, or other communication of personally identifiable information by any means, including oral, written or electronic, whether intended or unintended.
4. **Education Record:** An education record as defined in the Family Educational Rights and Privacy Act and its implementing regulations, 20 U.S.C. 1232g and 34 C.F.R. Part 99, respectively.
5. **Educational Agency:** As defined in Education Law 2-d, a school district, board of cooperative educational services, school, charter school, or the New York State Education Department.
6. **Eligible Student:** A student who is eighteen years of age or older.
7. **Encrypt or Encryption:** As defined in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) Security Rule at 45 CFR 164.304, means the use of an algorithmic process to transform Personally Identifiable Information into an unusable, unreadable, or indecipherable form in which there is a low probability of assigning meaning without use of a confidential process or key.
8. **NIST Cybersecurity Framework:** The U.S. Department of Commerce National Institute for Standards and Technology Framework for Improving Critical Infrastructure Cybersecurity Version 1.1.
9. **Parent:** A parent, legal guardian or person in parental relation to the Student.
10. **Personally Identifiable Information (PII):** Means personally identifiable information as defined in section 99.3 of Title 34 of the Code of Federal Regulations implementing the Family Educational Rights and Privacy Act, 20 U.S.C 1232g , and Teacher or Principal APPR Data, as defined below.
11. **Release:** Shall have the same meaning as Disclose.
12. **School:** Any public elementary or secondary school including a charter school, universal pre-kindergarten program authorized pursuant to Education Law § 3602-e, an approved provider of preschool special education, any other publicly funded pre-kindergarten program, a school serving children in a special act school district as defined in Education Law § 4001, an approved private school for the education of students with disabilities, a State-supported school subject to the provisions of Article 85 of the Education Law, or a State-operated school subject to the provisions of Articles 87 or 88 of the Education Law.
13. **Student:** Any person attending or seeking to enroll in an Educational Agency.
14. **Student Data:** Personally identifiable information as defined in section 99.3 of Title 34 of the Code of Federal Regulations implementing the Family Educational Rights and Privacy Act, 20 U.S.C 1232g.
15. **Subcontractor:** Contractor's non-employee agents, consultants and/or subcontractors engaged in the provision of services pursuant to the Service Agreement.
16. **Teacher or Principal APPR Data:** Personally Identifiable Information from the records of an Educational Agency relating to the annual professional performance reviews of classroom teachers or principals that is confidential and not subject to release under the provisions of Education Law §§ 3012-c and 3012-d.

**NYCRR - 121.3  
(b)(1):**

What is the exclusive purposes for which the student data or teacher or principal data will be used, as defined in the contract?

Feedback Studio is a similarity checking and feedback service that safeguards your institution's reputation and reduces time consumed by manual grading and feedback processes. Instructors have the ability to drag and drop standard or customized comments directly onto the student's paper or even leave voice comments, while rubrics can provide students with guidance on marking scales and promote consistency.

**NYCRR - 121.3 (b)(2):**

Will the organization use subcontractors? If so, how will the organization 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 section 2-d, NIST Cybersecurity Framework)?

Turnitin may transfer personal data to companies that help us provide our service, depending on the Turnitin product used, such as language translation services. These companies are authorized to use your personal information only as necessary to provide these services to us. All are fully vetted by our data security team. As stated in our privacy policy: Turnitin does not sell your personal data to third parties. Except in connection with the purposes for which it was originally collected, no personal data will be provided to a third party. If we transfer personal data to a third party, we will require that the third party agree to confidentiality requirements, and applicable legal requirements.

**NYCRR - 121.3 (b)(3):**

What is the duration of the contract including the contract's expected commencement and expiration date? If no contract applies, describe how to terminate the service. Describe what will happen to the student data or teacher or principal data upon expiration. (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 securely destroyed and how all copies of the data that may have been provided to 3rd parties will be securely destroyed)

The contract with BOCES is renewed annually. Each institution (at the discretion of his or her school administrator) can determine whether or not to include student papers in the repository and whether or not to give students the option to opt out. We can remove student papers from the standard repository at the request of a school administrator.

**NYCRR - 121.3 (b)(4):**

How can a parent, student, eligible student, teacher or principal challenge the accuracy of the student data or teacher or principal data that is collected?

Examples of how our service is compliant with and helps institutional compliance with FERPA include:

1. We expect and suggest that institutions comply with FERPA's notice requirements regarding the use and disclosure of directory and non-directory education records so that students and parents are aware that the school may engage service providers.
2. We enable a school's compliance with FERPA whether the instructors have each student forward papers to Turnitin prior to formal submission or after formal submission via an LMS that is integrated with Turnitin.
3. Client institutions are free to inspect or audit our services to assure themselves that all information is used only for the purposes of assisting instructors.
4. The data is kept secure at all times and are only used for purposes of assisting the instructor in assessing the assignment.
5. We offer the option of having assignments submitted by students who can keep their identity secret by using a pseudonym and by submitting papers in formats that contain little if any identifying metadata. This reduces the chance of our collecting and processing personal data in these instances.

<p><b>NYCRR - 121.3 (b)(5):</b></p>	<p>Describe where the student data or teacher or principal data will be stored, described in such a manner as to protect data security, and the security protections taken to ensure such data will be protected and data security and privacy risks mitigated.</p>	<p>Turnitin's hosting infrastructure is a hybrid of self-hosted and cloud-hosted technology. We have a data center located in Sacramento, California, USA, as well as data hosted on AWS, in the client institution's region Turnitin is committed to protecting the privacy and security of our users and their information. We maintain extremely high levels of privacy and security through the use of cutting-edge encryption, a comprehensive and routinely-audited internal security program, state-of-the-art security software and hardware (IDS, vulnerability management, firewalls, etc), redundant hosting environments and routinely-tested failovers, robust company security policies, and third-party privacy and security audits. We never buy, sell, or rent data, nor do we use it for marketing or advertising purposes. We collect and use personal information only to provide our services.</p>
<p><b>NYCRR - 121.3 (b)(6):</b></p>	<p>Please describe how and where encryption is leveraged to protect sensitive data at rest and while in motion. Please confirm that all encryption algorithms are FIPS 140-2 compliant.</p>	<p>Data is encrypted in transit and at rest. Turnitin will not use keys less than 256 bits in length with any symmetric (private key) encryption algorithm, and no less than 1,024 bits in length with any asymmetric (public key) encryption algorithm. At rest: Encryption at-rest methods include SHA-256 for most non-transit encryption. For some things we use our own proprietary one-way hash encryption. In transit: All data is encrypted as it travels over each network connection. We do this by forcing HTTPS on all traffic. All servers have valid https certificates, which are correctly configured and installed.</p>
<p><b>NYCRR - 121.6 (a):</b></p>	<p>Please submit the organization's data security and privacy plan that is accepted by the educational agency.</p>	<p>00 - GL INFOGRAPHIC Turnitin's Privacy Policy.pdf</p>
<p><b>NYCRR - 121.6 (a)(1):</b></p>	<p>Describe how the organization will implement all State, Federal, and local data security and privacy contract requirements over the life of the contract, consistent with the educational agency's data security and privacy policy.</p>	<p>- Evaluates requirements to determine if implicit or explicit consent applies and compares requirements to consents used. - Reviews relevant privacy laws and regulations to identify any new or changed consent requirements. - Reviews procedures to assess the nature of information collected to determine if personal information received requires explicit consent." "1. Provide annual review of consent requirements compared to consents obtained, and review of laws and regulations to determine any new or changed consent requirements. 2. If any discrepancies or new consent requirements were detected, provide evidence of remediation to realign with privacy laws and regulations."</p>
<p><b>NYCRR - 121.6 (a)(2):</b></p>	<p>Specify the administrative, operational and technical safeguards and practices it has in place to protect personally identifiable information that it will receive under the engagement. If you use 3rd party assessments, please indicate what type of assessments are performed.</p>	<p>Compliance to standards include: AICPA/SOC 2 Type 2 FERPA (US Family Educational Rights &amp; Privacy Act) COPPA (US Children's Online Privacy Protection Act) GDPR Cyber Essentials Student Privacy Pledge</p>
<p><b>NYCRR - 121.6 (a)(4):</b></p>	<p>Specify how officers or employees of the organization and its assignees who have access to student data, or teacher or principal data receive or will receive training of the Federal and State laws governing confidentiality of such data prior to receiving access.</p>	<p>All new employees go through a rigorous onboarding process. They are required to sign an NDA as part of their employment contract. New employees go through security awareness training as a part of the onboarding process. We also do security awareness training activities on an ongoing basis for existing employees.</p>

<b>NYCRR - 121.6 (a)(5):</b>	Specify if the organization will utilize sub-contractors and how it will manage those relationships and contracts to ensure personally identifiable information is protected.	Turnitin may transfer personal data to companies that help us provide our service, depending on the Turnitin product used, such as language translation services. These companies are authorized to use your personal information only as necessary to provide these services to us. All are fully vetted by our data security team. As stated in our privacy policy: Turnitin does not sell your personal data to third parties. Except in connection with the purposes for which it was originally collected, no personal data will be provided to a third party. If we transfer personal data to a third party, we will require that the third party agree to confidentiality requirements, and applicable legal requirements.
<b>NYCRR - 121.6 (a)(6):</b>	Specify how the organization will manage data security and privacy incidents that implicate personally identifiable information including specifying any plans to identify breaches and unauthorized disclosures, and to promptly notify the educational agency.	The Operations team reviews the Information Security Incident in a timely manner and prioritizes and escalates as necessary the implementation of any corrective and preventive actions taken. If an Information Security Incident directly impacts client data, the client shall be provided the necessary details as soon as the incident investigation allows.
<b>NYCRR - 121.6 (a)(7):</b>	Describe whether, how and when data will be returned to the educational agency, transitioned to a successor contractor, at the educational agency's option and direction, deleted or destroyed by the third-party contractor when the contract is terminated or expires. Vendor will be required to complete a Data Destruction Affidavit upon termination of the engagement.	Each institution (at the discretion of his or her school administrator) can determine whether or not to include student papers in the repository and whether or not to give students the option to opt out. We can remove student papers from the standard repository at the request of a school administrator.
<b>NYCRR - 121.9 (a)(1):</b>	Is your organization compliant with the <a href="#">NIST Cyber Security Framework</a> ?	Yes
<b>NYCRR - 121.9 (a)(2):</b>	Describe how the organization will comply with the data security and privacy policy of the educational agency with whom it contracts; Education Law section 2-d; and this Part.	- Evaluates requirements to determine if implicit or explicit consent applies and compares requirements to consents used. - Reviews relevant privacy laws and regulations to identify any new or changed consent requirements. - Reviews procedures to assess the nature of information collected to determine if personal information received requires explicit consent." "1. Provide annual review of consent requirements compared to consents obtained, and review of laws and regulations to determine any new or changed consent requirements. 2. If any discrepancies or new consent requirements were detected, provide evidence of remediation to realign with privacy laws and regulations."
<b>NYCRR - 121.9 (a)(3):</b>	Describe how the organization will limit internal access to personally identifiable information to only those employees or sub-contractors that need authorized access to provide services.	Access control policy includes: Management of privileged access rights; Use of secret authentication information; Password management system
<b>NYCRR - 121.9 (a)(4):</b>	Describe how the organization will control access to the protected data and not use the personally identifiable information for any purpose not explicitly authorized in its contract. (e.g. Role Based Access, Continuous System Log Monitoring/Auditing)	Access control policy includes: Management of privileged access rights; Use of secret authentication information; Password management system

<p><b>NYCRR - 121.9 (a)(5):</b></p>	<p>Describe how the organization will not disclose any personally identifiable information to any other party without the prior written consent of the parent or eligible student: (i)except for authorized representatives of the third-party contractor such as a subcontractor or assignee to the extent they are carrying out the contract and in compliance with State and Federal law, regulations and its contract with the educational agency; or (ii)unless required by statute or court order and the third-party contractor provides a notice of disclosure to the department, district board of education, or institution that provided the information no later than the time the information is disclosed, unless providing notice of disclosure is expressly prohibited by the statute or court order.</p>	<p>Examples of how our service is compliant with and helps institutional compliance with FERPA include:</p> <ol style="list-style-type: none"> <li>1. We expect and suggest that institutions comply with FERPA’s notice requirements regarding the use and disclosure of directory and non---directory education records so that students and parents are aware that the school may engage service providers.</li> <li>2. We enable a school’s compliance with FERPA whether the instructors have each student forward papers to Turnitin prior to formal submission or after formal submission via an LMS that is integrated with Turnitin.</li> <li>3. Client institutions are free to inspect or audit our services to assure themselves that all information is used only for the purposes of assisting instructors.</li> <li>4. The data is kept secure at all times and are only used for purposes of assisting the instructor in assessing the assignment.</li> <li>5. We offer the option of having assignments submitted by students who can keep their identity secret by using a pseudonym and by submitting papers in formats that contain little if any identifying metadata. This reduces the chance of our collecting and processing personal data in these instances.</li> </ol>
<p><b>NYCRR - 121.9 (a)(6):</b></p>	<p>Describe how the organization will maintain reasonable administrative, technical and physical safeguards to protect the security, confidentiality and integrity of personally identifiable information in its custody.</p>	<p>Turnitin is committed to protecting the privacy and security of our users and their information. We maintain extremely high levels of privacy and security through the use of cutting-edge encryption, a comprehensive and routinely-audited internal security program, state-of-the-art security software and hardware (IDS, vulnerability management, firewalls, etc), redundant hosting environments and routinely-tested failovers, robust company security policies, and third-party privacy and security audits. We never buy, sell, or rent data, nor do we use it for marketing or advertising purposes. We collect and use personal information only to provide our services.</p>
<p><b>NYCRR - 121.9 (a)(7):</b></p>	<p>Describe how the organization will use encryption to protect personally identifiable information in its custody while in motion or at rest.</p>	
<p><b>NYCRR - 121.9 (a)(8):</b></p>	<p>Affirmatively state that the organization shall not sell personally identifiable information nor use or disclose it for any marketing or commercial purpose or permit another party to do so.</p>	<p>Affirm</p>
<p><b>NYCRR - 121.9 (a)(b):</b></p>	<p>Describe how the organization will supervise its subcontractors to ensure that as subcontractors perform its contractual obligations, the subcontractor will conform with obligations imposed on the third-party contractor by State and Federal law to keep protected data secure.</p>	<p>These companies are authorized to use your personal information only as necessary to provide these services to us. All are fully vetted by our data security team. As stated in our privacy policy: Turnitin does not sell your personal data to third parties. Except in connection with the purposes for which it was originally collected, no personal data will be provided to a third party. If we transfer personal data to a third party, we will require that the third party agree to confidentiality requirements, and applicable legal requirements.</p>

<b>NYCRR - 121.10 (a):</b>	Describe how the organization shall promptly notify each educational agency with which it has a contract of any breach or unauthorized release of personally identifiable information in the most expedient way possible and without unreasonable delay but no more than seven calendar days after the discovery of such breach.	Data is encrypted in transit and at rest. Turnitin will not use keys less than 256 bits in length with any symmetric (private key) encryption algorithm, and no less than 1,024 bits in length with any asymmetric (public key) encryption algorithm. At rest: Encryption at-rest methods include SHA-256 for most non-transit encryption. For some things we use our own proprietary one-way hash encryption. In transit: All data is encrypted as it travels over each network connection. We do this by forcing HTTPS on all traffic. All servers have valid https certificates, which are correctly configured and installed.
<b>NYCRR - 121.10 (f):</b>	Affirmatively state that where a breach or unauthorized release is attributed to the organization, the organization shall pay for or promptly reimburse the educational agency for the full cost of such notification.	Affirm
<b>NYCRR - 121.10 (f.2):</b>	Please identify the name of your insurance carrier and the amount of your policy coverage.	Multiple carriers including Marsh and Willis General, including cyber liability of \$10million. Additional information is available, including COI evidence.
<b>NYCRR - 121.10 (c):</b>	Affirmatively state that the organization will cooperate with educational agencies and law enforcement to protect the integrity of investigations into the breach or unauthorized release of personally identifiable information.	Affirm
<b>Acceptable Use Policy Agreement:</b>	Do you agree with the Capital Region BOCES <a href="#">Acceptable Use Policy?</a> (Click here: <a href="http://go.boarddocs.com/ny/crboces/Board.nsf/goto?open&amp;id=B U4QYA6B81BF">http://go.boarddocs.com/ny/crboces/Board.nsf/goto?open&amp;id=B U4QYA6B81BF</a> )	I Agree
<b>Privacy Policy Agreement:</b>	Do you agree with the Capital Region BOCES <a href="#">Privacy Policy?</a> (Click here: <a href="http://go.boarddocs.com/ny/crboces/Board.nsf/goto?open&amp;id=B WZSQ273BA12">http://go.boarddocs.com/ny/crboces/Board.nsf/goto?open&amp;id=B WZSQ273BA12</a> )	I Agree
<b>Parent Bill of Rights:</b>	Please upload a signed copy of the Capital Region BOCES Parent Bill of Rights. A copy of the Bill of Rights can be found here: <a href="https://www.capitalregionboces.org/wp-content/uploads/2021/03/CRB_Parents_Bill_Of_Rights_-Vendors.pdf">https://www.capitalregionboces.org/wp-content/uploads/2021/03/CRB_Parents_Bill_Of_Rights_-Vendors.pdf</a>	crb_parents_bill_of_rights_-vendors-signed.pdf
<b>DPA Affirmation:</b>	By submitting responses to this Data Privacy Agreement the Contractor agrees to be bound by the terms of this data privacy agreement.	I Agree

### Attachments

Name	Size	Type	Upload Date	Downloads
21-Advance Publications-Willis General COI- thru 01012022-EvidenceofCoverageOnly-W20001722.pdf	134282	.pdf	12/21/2021 4:32 PM	0
21-Marsh-evidence of insurance cert_NYC_Turnitin_LLC_10907427_4-recd 072221.pdf	67049	.pdf	12/21/2021 4:32 PM	0

### Comments

Question Name	Submitter	Date	Comment	Attachment
No Records Found				



## Vendor Portal Details

<b>Contact Name:</b>	The Risk Mitigation & Compliance Office	<b>Publish Date:</b>	
<b>Required Portal Fields Populated:</b>	Yes	<b>Contact Email Address:</b>	crbcontractsoffice@neric.org
<b>About NYCRR Part 121:</b>	<p>In order for a vendor to engage with a New York State Educational Agency, the vendor must provide information required by the New York State Commissioner's Regulations Part 121 (NYCRR Part 121) and the National Institute of Standards and Technology Cyber Security Framework. If deemed appropriate, the responses you provide will be used as part of the data privacy agreement between the vendor and the Albany-Schoharie-Schenectady-Saratoga BOCES. This Data Privacy Agreement ("DPA") is by and between the Albany-Schoharie-Schenectady-Saratoga BOCES ("EA"), an Educational Agency, and Turnitin, LLC ("CONTRACTOR"), collectively, the "Parties". The Parties enter this DPA to address the requirements of New York law. Contractor agrees to maintain the confidentiality and security of PII in accordance with applicable New York, federal and local laws, rules and regulations.</p>	<b>Requesting Company:</b>	Capital Region BOCES
<b>Created By:</b>		<b>Third Party Name:</b>	Turnitin, LLC
		<b>Name:</b>	Turnitin, LLC-280226