



Privacy Obligation Documents (PODs): *A Deeper Dive*

Mike Reynolds, Cedar Labs and
Lisa Waters, Cambridge Public Schools

Introductions



Mike Reynolds

*A4L Global Infrastructure Co-Lead
Cedar Labs*

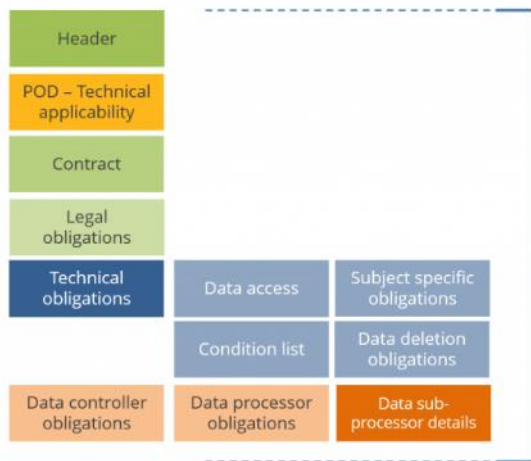


Lisa Waters

*Digital & Creative Services Manager
Cambridge Public Schools &
SDPC Website Developer*

What is a POD?

POD (Privacy Obligations Document) is a standards agnostic machine readable document that contains all data privacy requirements including contract clauses, privacy obligations, technical control benchmarks, and other control metadata.



**Automate Contract
Clause Expectations
Exchange and Vendor
Verification**

The "POD"
(Privacy Obligation Document)

- Every POD is **unique** to the relationship between
 - District
 - Vendor
 - Application
 - Place in time
- Every unique POD based upon above query elements will be assigned a unique identifier; **POD-ID**
 - Any change to a POD (added clause, date change, etc.) will create a new POD and new POD-ID
- POD-IDs can be used to convey obligations within PODs without having to exchange the entire POD.

How is a POD generated?

GEPS
Manager in
the SDPC
Registry



Maps DPA
to data
elements
(Done for
every DPA)

Standard
NDPA done
Nationally



State DPA
Exhibit G
Clauses



Unique
Exhibit H
Clauses

DPA = Data Privacy
Agreement

NDPA - National Data
Privacy Agreement

GEPS = Global Education
Privacy Standard

SDPC = Student Data
Privacy Agreement

Exhibit G = Supplemental
State Terms

Exhibit H =
District/Vendor
Specific Edits

How is a POD generated? (continued...)

Welcome to the GEPS Custom POD Wizard. To get started creating a custom POD, please complete the following steps.

SELECT a State

SELECT One

Your Custom PODs

There are no custom PODS.



Get Started! Name this Custom POD

Enter a Name

Continue >>

How is a POD generated? (continued...)

SELECT an agreement type

✓
National Agreement



Your Custom POD, test Includes: National Clause Set

I am finished creating this POD. View Custom POD >>

(+) ADD State Specific Exhibit G Groupings

▼

Add

(+) ADD Exhibit H Groupings

There are no Exhibit Hs available.

How is a POD generated? (continued...)

Your Custom POD, Test Includes: National Clause Set + MA Obligations V1.0 (Exhibit G)

I am finished creating this POD. View Custom POD >>

(+) ADD State Specific Exhibit G Groupings

Add

(+) ADD Exhibit H Groupings

There are no Exhibit Hs available.

(-) DELETE additional grouped clauses

Name	
MA Obligations V1.0 (Exhibit G)	Delete

How is a POD generated? (continued...)

Article #	Clause	Obligation	Benchmark
I.1	Purpose of DPA. The purpose of this DPA is to describe the duties and responsibilities to protect Student Data including compliance with all applicable federal, state, and local privacy laws, rules, and regulations, all as may be amended from time to time. In performing these services, the Provider shall be considered a School Official with a legitimate educational interest, and performing services otherwise provided by the LEA. Provider shall be under the direct control and supervision of the LEA, with respect to its use of Student Data	The school will provide the list of data included in the contract to the provider. This will include data shared with the provider and data created by the provider's service.	
I.2	Student Data to Be Provided. In order to perform the Services described above, LEA shall provide Student Data as identified in the Schedule of Data, attached hereto as Exhibit "B".	The definitions of terms are included as Exhibit C	
I.3	DPA Definitions. The definition of terms used in this DPA is found in Exhibit "C". In the event of a conflict, definitions used in this DPA shall prevail over terms used in any other writing, including, but not limited to the Service Agreement, Terms of Service, Privacy Policies etc.	All student data transmitted to the Provider, as well as any modifications made to such data, or any student data created by the service will remain the property of the school. All rights to this data, including any intellectual property rights, shall remain with the school, not the Provider. The Provider is considered a School Official" under FERPA.	
II.1	Student Data_Property_of_LEA. All Student Data transmitted to the Provider pursuant to the Service Agreement is and will continue to be the property of and under the control of the LEA. The Provider further acknowledges and agrees that all copies of such Student Data transmitted to the Provider, including any modifications or additions or any portion thereof from any source, are subject to the provisions of this DPA in the same manner as the original Student Data. The Parties agree that as between them, all rights, including all intellectual property rights in and to Student Data contemplated per the Service Agreement, shall remain the exclusive property of the LEA. For the purposes of FERPA, the Provider shall be considered a School Official, under the control and direction of the LEA as it pertains to the use of Student Data, notwithstanding the above.	In the event a parent requests to review or correct erroneous information in the data maintained by the service, the Provider shall respond in a reasonable time frame, not more than 45 days, from the date of the request from the school. Such request may only come from the school, if a parent contacts the Provider directly they should be referred back to the school.	
II.2	Parent Access. To the extent required by law the LEA shall establish reasonable procedures by which a parent, legal guardian, or eligible student may review Education Records and/or Student Data correct erroneous information, and procedures for the transfer of student-generated content to a personal account, consistent with the functionality of services. Provider shall respond in a reasonably timely manner (and no later than forty five (45) days from the date of the request or pursuant to the time frame required under state law for an LEA to respond to a parent or student, whichever is sooner) to the LEA's request for Student Data in a student's records held by the Provider to view or correct as necessary. In the event that a parent of a student or other individual contacts the Provider to review any of the Student Data accessed pursuant to the Services, the Provider shall refer the parent or individual to the LEA, who will follow the necessary and proper procedures regarding the requested information.	When requested by the school, the Provider will transfer, or provide a mechanism for the school to transfer, student generated data to a separate account created by the student.	
II.3	Separate Account. If Student-Generated Content is stored or maintained by the Provider, Provider shall, at the request of the LEA, transfer, or provide a mechanism for the LEA to transfer, said Student-Generated Content to a separate account created by the student.	If the Provider is approached by Law Enforcement to provide access to student data the Provider will notify the school in advance of any disclosure of student data.	
II.4	Law Enforcement Requests. Should law enforcement or other government entities ("Requesting Party(ies)") contact Provider with a request for Student Data held by the Provider pursuant to the Services, the Provider shall notify the LEA in advance of a compelled disclosure to the Requesting Party, unless lawfully directed by the Requesting Party not to inform the LEA of the request	The provider will establish written agreements with all subprocessors addressing all obligations included in the data privacy agreement. The agreements must hold subprocessors to the same level of student data	

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<?xml:namespace="http://www.sifassociation.org/infrastructure/3.3"/>
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<pod id="539560">
  <podStatus>Draft</podStatus>
  <partyId>TPR Education LLC dba The Princeton Review: tutor.com</partyId>
  <resourceId>3981</resourceId>
  <studentDataRights>Bristol Warren</studentDataRights>
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POD ID

Resource Info

DPA Info

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<contract>
  <contractKISID>4400865</contractKISID>
  <contractURI>https://sdpc.a4i.org/agreements/2023-03-28_2869_3981_signed_agreement_file.pdf</contractURI>
  <contractName>TEC NDPA MA-ME-RI-VT with Exhibit E</contractName>
  <dateValidFrom>2023-03-28</dateValidFrom>
  <dateValidTo>2026-03-28</dateValidTo>
</contract>
</privacyObligationsDocument>
</privacy>
</privacyList>
<purposeList>
  <purpose>
</purposeList>
<legalRequirements>
  <clauseList>
    <clause>
```

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<clauseLabel>30</clauseLabel>
<clauseContent>benchmark</clauseContent>
<obligationList>
```

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<obligation>
  <obligationDescription>The school will provide the list of data included in the contract to the provider. This will include data shared with the provider and data created by the provider's service. </obligationDescription>
  <benchmarkList>
    <benchmark>
      <benchmarkId>
      <benchmarkDescription/>
    </benchmark>
  </benchmarkList>
</obligation>
</obligationList>
</clause>
```

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<clause>
  Student Data to Be Provided. In order to perform the Services described above, LEA shall provide Student Data as identified in the Schedule of Data, attached hereto as Exhibit "B".
  <clauseLabel>31</clauseLabel>
  <clauseContent>benchmark</clauseContent>
  <obligationList>
    <obligation>
      <obligationDescription>The definitions of terms are included as Exhibit C</obligationDescription>
      <benchmarkList>
        <benchmark>
          <benchmarkId>
          <benchmarkDescription/>
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  <clauseContent>benchmark</clauseContent>
  <obligationList>
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        </benchmark>
      </benchmarkList>
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  </obligationList>
</clause>
```

Downloaded POD Example

JSON or XML

Clauses & Benchmarks



As part of SIF Infrastructure Specification 3.6 Community Review the following updated resources are available to members.

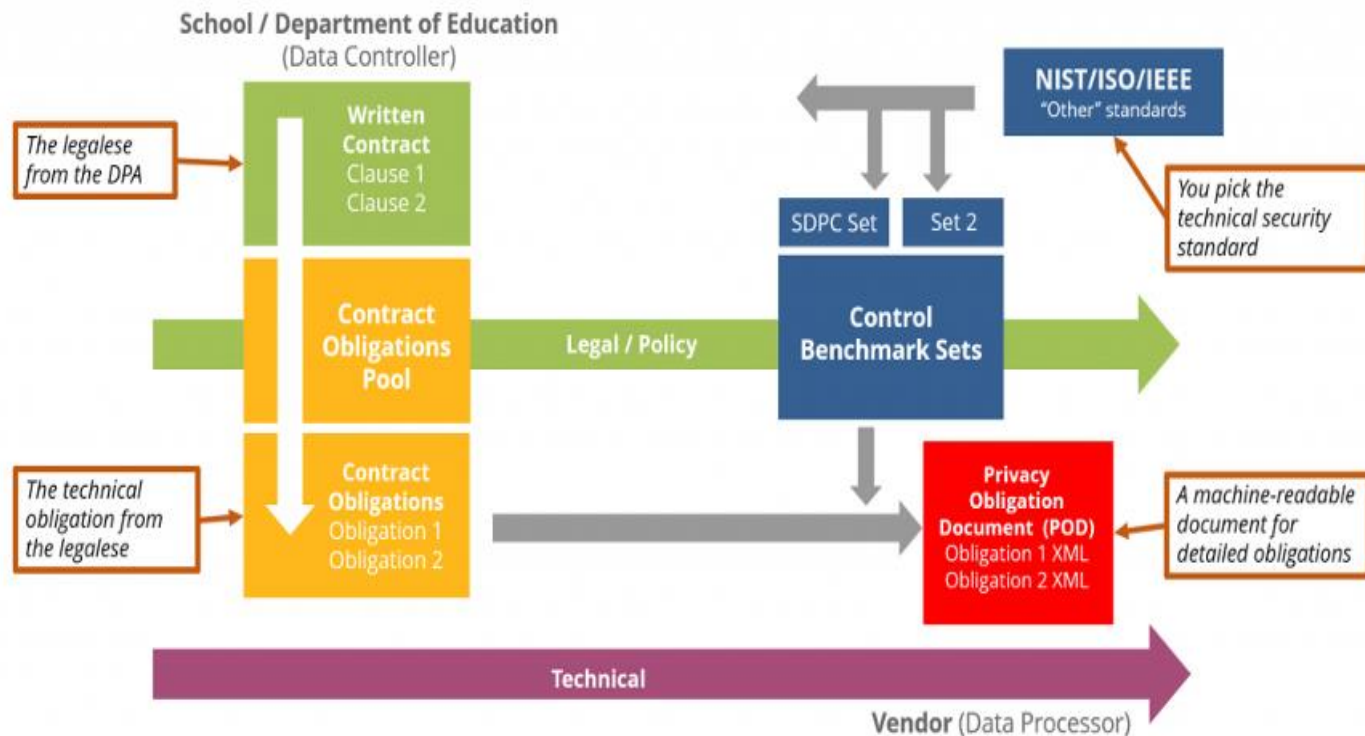
POD Spreadsheet:

<http://specification.sifassociation.org/Implementation/Infrastructure/temp/pods.xlsx>

POD Normative:

<http://specification.sifassociation.org/Implementation/Infrastructure/3.6/PrivacyServices.html#obj:Pod>

End-to-End Privacy Solution?



Automate Contract Clause Expectations Exchange and Vendor Verification

The "POD" (Privacy Obligation Document)



Adaptations for POD support

- The POD is a Standard Agnostic specification
- SIF 3 Infrastructure was extended to support
 - POD Sharing and Administration
 - Basic Gatekeeping
 - (Limited) Enforcement Potential



Vendor Conversations

- RESTful Bridge to Adoption
- Flat File Bridge to Adoption
 - Use Gatekeeping and Handshake facility of SIF Infrastructure



Flat File Adapters



Can't touch
existing
“heavy lifting”



Add value for
both Providers
and Consumers

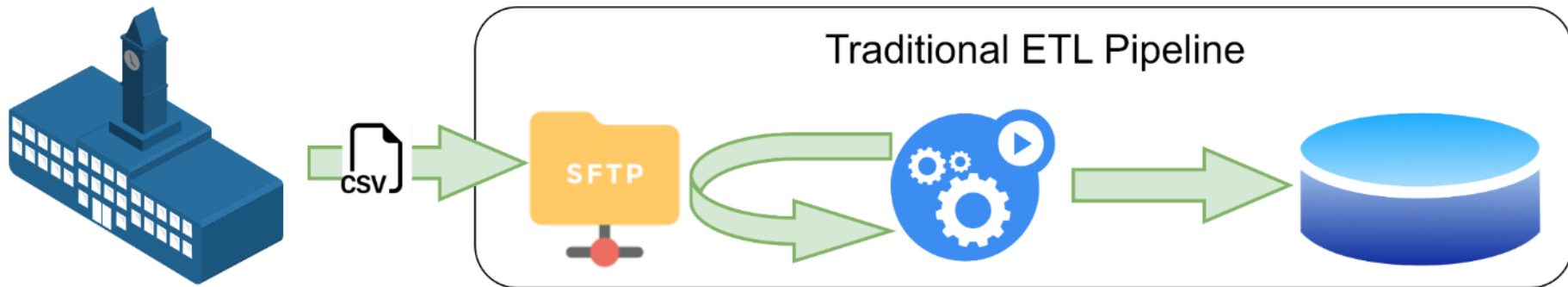


Flexible
(e.g. allow for
some future
proofing)

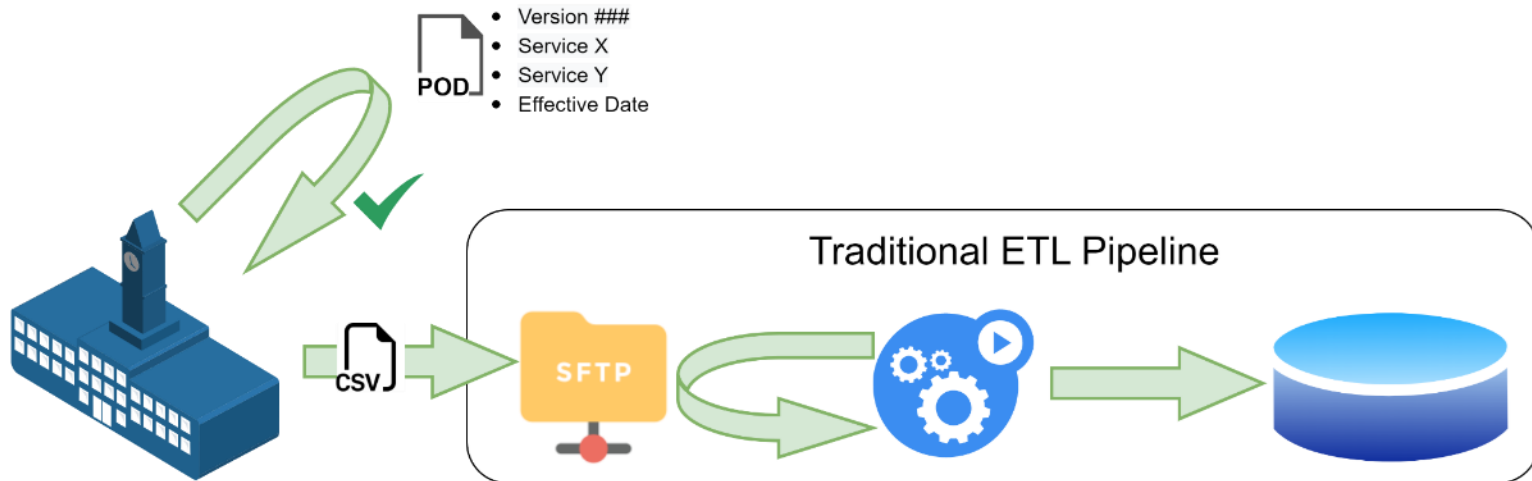


Scalable
(must be
automated
not manual
processing)

Flat File Blueprint | Existing Process



Flat File Blueprint | Simple Gatekeeper



The diagram illustrates a traditional ETL pipeline and its integration with an SDPC Registry. On the left, a building icon represents the source system, with a green arrow indicating data flow to a 'CSV' file icon. This file is then transferred via 'SFTP' (represented by a folder icon) to a processing stage (represented by a gear icon). The output of the processing stage is a 'Text' file (represented by a cylinder icon). A dashed line labeled 'Out of band exchange' connects the 'SDPC Registry' (a green box with a circular arrow) to the 'JOB' status list. The 'JOB' status list includes: Version ###, Service X, Service Y, Effective Date, and a 'JOB' file icon. The 'JOB' file icon is linked to a list of statuses: Delivered, Picked Up, Processed, and Expunged. The 'SDPC Registry' is also linked to the 'Text' file icon via a dashed line.

Infrastructure Support

Flat File Blueprint | Managed Gate Keeper + Audit Trail

