

Canva

STUDENT DATA PRIVACY CONTRACT

In compliance with Conn. Gen. Stat. §§ 10-234aa *et seq.* and Public Act 16-189

AGREEMENT

Griswold Public Schools

and

Canva Pty Ltd.

This Agreement ("Agreement") is entered into on this 7th day of October, 2021, between the Griswold Public Schools (the "District") and Canva Pty Ltd. ("Contractor") (collectively, the "Parties") for the purpose of identifying the obligations of the Parties relative to the confidentiality of student data.

For the purposes of this Agreement, "directory information," "de-identified student information," "school purposes," "student information," "student records," "student generated content," and "targeted advertising" shall be as defined by Conn. Gen. Stat. § 10-234aa.

General Provisions

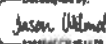
1. All student records, student information, and student-generated content (collectively, "student data") provided or accessed pursuant to the contract are not the property of, or under the control of, the Contractor.
2. The Board shall have access to and the ability to delete student data in the possession of the Contractor except in instances where such data is (A) otherwise prohibited from deletion or required to be retained under state or federal law, or (B) stored as a copy as part of a disaster recovery storage system and that is (i) inaccessible to the public, and (ii) unable to be used in the normal course of business by the Contractor. The Board may request the deletion of any such student information, student records or student-generated content if such copy has been used by the operator to repopulate accessible data following a disaster recovery. The Board may request the deletion of student data by sending such request to the Contractor by electronic mail at legal@canva.com. The Contractor will delete the requested student data within five (5) business days of receiving such a request.
3. The Contractor shall not use student data for any purposes other than those authorized pursuant to the Terms of Service as described in the Canva for Education Order Form.
4. A student, parent or legal guardian of a student may review personally identifiable information contained in student data and correct any erroneous information, if any, in such student data. If a student, parent or legal guardian contacts the Contractor directly and requests to review student data in possession of the Contractor, the Contractor agrees to refer that individual to the Board and to notify the Board within five (5) business days of receiving such a request. Notification to the Board to be sent by email to: _jcurioso@griswoldpublicschools.org
5. The Contractor shall take actions designed to ensure the security and confidentiality

- of student data.
6. The Contractor will notify the Board, in accordance with Conn. Gen. Stat. § 10-234dd, when there has been an unauthorized release, disclosure or acquisition of student data. Such notification will include the following steps:
 7. Notice of the breach shall be delivered to the Board by electronic mail to jcurioso@griswoldpublicschools.org
 - a. and shall include the following information, to the extent known at the time of notification:
 - i. Date and time of the breach;
 - ii. Names of student(s) whose student data was released, disclosed or acquired;
 - iii. The nature and extent of the breach;
 - iv. The Contractor's proposed plan to investigate and remediate the breach.
 8. Student data shall not be retained or available to the Contractor upon expiration of the contract between the Contractor and Board, except a student, parent or legal guardian of a student may choose independently to establish or maintain an electronic account with the Contractor after the expiration of such contract for the purpose of storing student-generated content.
 9. The Contractor and Board shall each ensure their own compliance with the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232g, as amended from time to time.
 10. The laws of the State of Connecticut shall govern the rights and duties of the Contractor and the Board.
 11. If any provision of the contract or the application of the contract is held invalid by a court of competent jurisdiction, the invalidity does not affect other provisions or applications of the contract which can be given effect without the invalid provision or application.
 12. The Contractor acknowledges and agrees to comply with the above and all other applicable aspects of Connecticut's Student Data Privacy law according to Connecticut General Statutes §§ 10-234aa through 10-234dd.
 13. The Parties agree that this Agreement controls over any inconsistent terms or conditions contained within any other agreement entered into by the Parties concerning student data.

Canva Pty Ltd.

Jason Wilmot
Print: _____

Head of Education
Title: _____

DocuSigned by:

E88C577F-840A-4526-B47A-3337CB8DECC4

October 19, 2021 | 02:56 AEDT

Signature

Date

Griswold Public Schools

Jill Curioso
Print: _____

Technology Director
Title: _____

DocuSigned by:

E88C577F-840A-4526-B47A-3337CB8DECC4

October 18, 2021 | 08:50 PDT

Signature

Date

Canva for Education Order Form

This Order Form sets forth the services ordered by the educational institution identified below ("Educational Institution") to be provided by Canva US, Inc. ("Canva") and is effective as of the date of Educational Institution's signature below ("Effective Date").

Contact Information

Educational Institution: Griswold Public Schools
Address: 211 Slater Avenue, Griswold, Connecticut
06351, United States

Primary Contact Name: Jill Curioso
Primary Contact Title IT Director

Primary Contact Email: jcurioso@griswoldpublicschools.org

Order

Service	Subscription Term	Licensed Users
Canva for Education	36 months commencing on the Effective Date	Students, Faculty, and Staff of Educational Institution

Terms & Conditions

This Order Form is governed by the terms of the Canva Subscription Service Agreement updated on May 7, 2021 and available at: <https://www.canva.com/policies/enterprise-ssa/>. All references to 'Customer' in the Subscription Service Agreement shall mean and refer to Educational Institution. The Canva for Education Addendum attached hereto is incorporated into this Order Form. If Canva has entered into an agreement governing Canva's processing of personal data on behalf of Educational Institution ("DPA") with Educational Institution or with an entity that operates or directly supports Educational Institution, such DPA is incorporated into this Order Form.

By executing below, Educational Institution and Canva agree to be bound by all terms and conditions of the Subscription Service Agreement, this Order Form, the Canva for Education Addendum, and any applicable DPA (collectively, the "Agreement"). The Agreement may not be updated or amended without written agreement between the parties. Any capitalized terms that are not defined in this Order Form shall have the meaning set forth in the Subscription Service Agreement.

Customer

Canva US, Inc.

Signature

Digitized by:
Jill Curioso
00000000-0000-0000-0000-000000000000

Name Jill Curioso

Title IT Director

Date October 18, 2021 | 08:50 PDT

Signature

Digitized by:
Jason Wilmot
00000000-0000-0000-0000-000000000000

Name Jason Wilmot

Title Head of Education

Date October 19, 2021 | 02:56 AEDT

Canva for Education Addendum

This Canva for Education Addendum ("Addendum") is a part of Canva's Subscription Service Agreement and sets forth additional and/or amended terms for Canva for Education. These terms apply only to the extent you are a public or private K-12 school that is either institutionally accredited by an accrediting agency nationally recognized by the U.S. Secretary of Education or, in the case of public K-12 institutions, recognized or approved by the Department of Education of the State in which it is located ("Educational Institution") and using Canva for Education.

The following amendments are made to the Subscription Service Agreement and incorporated into the relevant Order Form executed by Canva US, Inc. and the Educational Institution identified therein:

- 1.1. The indemnification obligations in Section 9.2 apply only to the extent permitted by applicable law.
- 1.2. The Limitation of Liability clauses set forth in Section 8 shall be replaced with the following:

IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, LOSSES, OR EXPENSES (INCLUDING BUT NOT LIMITED TO BUSINESS INTERRUPTION, LOST BUSINESS, OR LOST PROFITS) EVEN IF IT HAS BEEN ADVISED OF THEIR POSSIBLE EXISTENCE AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY. IN NO EVENT SHALL CANVA'S AGGREGATE CUMULATIVE LIABILITY HEREUNDER (WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY IN TORT OR BY STATUTE OR OTHERWISE) EXCEED \$100.

- 1.3. The Governing Law and Jurisdiction provision in Section 11.2 is removed. The Subscription Service Agreement is governed by the laws of the state or province in which the Educational Institution is located.
- 1.4. The automatic renewal provision in Section 10.2 is removed. Section 10.2 is revised to state the following: The Subscription Term shall be specified in the relevant Order Form. An Educational Institution may terminate the Agreement at any time at its convenience by providing Canva with thirty (30) day notice.
- 1.5. To the extent applicable, Customer will obtain any necessary parent or guardian consent for a student to use Canva for Education prior to inviting a student to the Canva classroom in accordance with applicable laws, including without limitation the Children's Online Privacy Protection Act ("COPPA").
- 1.6. Customer will only use, and only permit its students to use, Canva for Education (and all content and media incorporated therein) for educational purposes.
- 1.7. The definition of Licensed User in Section 1.5 of the Agreement is revised to state that Licensed Users may include Educational Institution's students, staff, and faculty.