

**PARENT BILL OF RIGHTS FOR STUDENT
DATA PRIVACY AND SECURITY
THIRD PARTY CONTRACTOR SUPPLEMENT**

The Canva Pty Ltd has been engaged by the City School District of Albany to provide services. In this capacity, the company may collect, process, manage, store or analyze student and/or teacher/principal personally identifiable information (PII).

The Canva Pty Ltd will provide the district with Canva for Education.

The Canva Pty Ltd will ensure that subcontractors or others that the company shares PII with will abide by data protection and security requirements of district policy, and applicable state and federal law and regulations by implementing and following its Statement of Technical and Organizational Measures located at <https://www.canva.com/policies/technical-and-organisational-measures/>. *Canva Pty Ltd* by entering into an Agreement with the School District acknowledges it has reviewed the relevant District policies on safeguarding PII, including but not limited to, Policy 8635 and Regulation 8635.

PII will be stored on Canva's servers will be encrypted using AES 256 or stronger.

Parents may challenge the accuracy of PII held by Canva Pty Ltd by contacting Jacqui Davy, Head of Product and Privacy counsel, privacy@canva.com.

The Canva Pty Ltd will take reasonable measures to ensure the confidentiality of PII by implementing the following (*describe the following, as applicable*):

- Password protections
- Administrative procedures
- Encryption while PII is in motion and at rest
- Firewalls
- Other: _____

The contractor's agreement with the district begins on (*insert date*) and ends on (*insert date*). Once the contractor has completed its service to the district, records containing student PII will be returned via downloads from the Canva for Education platform.

Authorized Representative
Canva Pty Ltd

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: City School District of Albany
 Address: 1 Academy Park, Albany, New York
 12207, United States

Primary Contact Name: Kent Baker
 Primary Contact Title: Assistant Superintendent

Primary Contact Email: kbaker1@albany.k12.ny.us

Order

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

Terms & Conditions

This Order Form is governed by the terms of the Canva Subscription Service Agreement updated on November 5, 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

DocuSigned by:
 Signature 
 Name Kent Baker

Title Assistant Superintendent

Date June 25, 2022

Canva US, Inc.

Signature
 Name Jason Wilmot

Title

Date

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.