

VERMONT

This Student Data Privacy Agreement (“**DPA**”) is entered into on the date of full execution (the “**Effective Date**”) and is entered into by and between: Champlain Valley School District (the “**Local Education Agency**” or “**LEA**”) and PaperCut Software Pty Ltd (the “**Provider**”).

WHEREAS, the Provider is providing educational or digital services to LEA.

WHEREAS, the Provider and LEA recognize the need to protect personally identifiable student information and other regulated data exchanged between them as required by applicable laws and regulations, such as the Family Educational Rights and Privacy Act (“**FERPA**”) at 20 U.S.C. § 1232g (34 CFR Part 99); the Children’s Online Privacy Protection Act (“**COPPA**”) at 15 U.S.C. § 6501-6506 (16 CFR Part 312), applicable state privacy laws and regulations and

WHEREAS, the documents and data transferred from LEAs and created by the Provider’s Services are also subject to several state laws in Vermont. Specifically, those laws are 9 VSA §§ 2443 to 2443f; 16 VSA §§ 1321 to 1324; and

WHEREAS, the Provider and LEA desire to enter into this DPA for the purpose of establishing their respective obligations and duties in order to comply with applicable laws and regulations.

NOW THEREFORE, for good and valuable consideration, the parties agree as follows:

1. Provider agrees to offer the LEA all the same terms and conditions found in the **MA-ME-NH-RI-NDPA, Standard Version 1.0** Data Privacy Agreement between the Provider and **Hopkinton Public Schools** (“**Originating LEA**”) which is dated **10/25/21** (“**Originating DPA**”). The terms and conditions of the Originating DPA are thus incorporated herein.
2. Provider additionally agrees to abide by the terms contained in Massachusetts’ Exhibit “G” for Vermont LEAs.
3. Provider may, by signing the attached form of “General Offer of Privacy Terms” be bound by the terms of the General Offer of Privacy Terms to any other LEA who signs the acceptance on said Offer. The form is limited by the terms and conditions described therein.
4. **Notices**. All notices or other communication required or permitted to be given pursuant to the Originating DPA may be given for the LEA via e-mail transmission, or first-class mail, sent to the designated representatives below.

The designated representative for the Provider for this DPA is:

Name: James Fergusson Title: Head of Global Finance
Address: 1/3 Prospect Hill, Camberwell, Melbourne VIC 3124
Phone: _____
Email: James.Fergusson@papercut.com

The designated representative for the LEA for this DPA is:


Bonnie Birdsall
Champlain Valley School District
5420 Shelburne Rd, Shelburne, VT 05482
802-383-1234 bbirdsall@cvsdvt.org

CHAMPLAIN VALLEY SCHOOL DISTRICT

By: *Bonnie Birdsall*
[Bonnie_Birdsall_03-28-2023-09:50 PDF1](#)
Date: Mar 28, 2023

Printed Name: Bonnie Birdsall
Title/Position: Director of Digital Learning and Communication

PaperCut Software Pty Ltd

By: 
Date: 27 March 2023

Printed Name: James Fergusson
Title/Position: Head of Global Finance & Legal

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Address: 1/3 Prospect Hill, Camberwell, Melbourne VIC 3124
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By: 
Date: 27 March 2023

Printed Name: James Fergusson
Title/Position: Head of Global Finance & Legal

GENERAL OFFER OF PRIVACY TERMS


1. Offer of Terms

Provider offers the same privacy protections found in this DPA between it and **Champlain Valley School District** ("Vermont Originating LEA") which is dated 3/28/23, to any other LEA ("Subscribing LEA") who accepts this General Offer of Privacy Terms ("General Offer") through its signature below. This General Offer shall extend only to privacy protections, and Provider's signature shall not necessarily bind Provider to other terms, such as price, term, or schedule of services, or to any other provision not addressed in this DPA. The Provider and the Subscribing LEA may also agree to change the data provided by Subscribing LEA to the Provider to suit the unique needs of the Subscribing LEA. The Provider may withdraw the General Offer in the event of: (1) a material change in the applicable privacy statuses; (2) a material change in the services and products listed in the originating Service Agreement; or three (3) years after the date of Provider's signature to this Form.

Subscribing LEAs should send the signed Exhibit "E" to Provider at the following **email address**:

_____.

PaperCut Software Pty Ltd

BY:  Date: _____
James Fergusson Head of Global Finance

Printed Name: _____ Title/Position: _____

2. Subscribing LEA

A Subscribing LEA, by signing a separate Service Agreement with Provider, and by its signature below, accepts the General Offer of Privacy Terms. The Subscribing LEA and the Provider shall therefore be bound by the same terms of this DPA for the term of the DPA between **Champlain Valley School District** and the Provider. ****PRIOR TO ITS EFFECTIVENESS, SUBSCRIBING LEA MUST DELIVER NOTICE OF ACCEPTANCE TO PROVIDER PURSUANT TO ARTICLE VII, SECTION 5 of the Originating DPA. ****

Subscribing LEA: (School District Name): _____

BY: _____ Date: _____

Printed Name: _____ Title/Position: _____

DESIGNATED REPRESENTATIVE OF LEA:

Name: _____

Title: _____

Address: _____

Telephone Number: _____

Email: _____

Papercut_Champlain_VendorSigned

Final Audit Report

2023-03-28

Created:	2023-03-28
By:	Ramah Hawley (rhawley@tec-coop.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAARf45ByvQS_Isx_LiY1qZxDeEPVKpVgv

"Papercut_Champlain_VendorSigned" History

-  Document created by Ramah Hawley (rhawley@tec-coop.org)
2023-03-28 - 12:41:49 PM GMT- IP address: 98.109.87.70
-  Document emailed to bbirdsall@cvsdvt.org for signature
2023-03-28 - 12:42:09 PM GMT
-  Email viewed by bbirdsall@cvsdvt.org
2023-03-28 - 1:59:02 PM GMT- IP address: 64.25.209.77
-  Signer bbirdsall@cvsdvt.org entered name at signing as Bonnie Birdsall
2023-03-28 - 1:59:41 PM GMT- IP address: 64.25.209.77
-  Document e-signed by Bonnie Birdsall (bbirdsall@cvsdvt.org)
Signature Date: 2023-03-28 - 1:59:43 PM GMT - Time Source: server- IP address: 64.25.209.77
-  Agreement completed.
2023-03-28 - 1:59:43 PM GMT

Names and email addresses are entered into the Acrobat Sign service by Acrobat Sign users and are unverified unless otherwise noted.