

Tinkercad Student Data Privacy Agreement (Illinois Educational Institutions)

This Tinkercad Student Data Privacy Agreement (“DPA”) is entered into on this 10th day of DECEMBER, 2022, between Autodesk, Inc. (“Autodesk”) and the educational institution that has signed this DPA (the “Educational Institution”).

1. **DEFINITIONS.** For purposes of this DPA, the following terms have the meanings set forth below:

“**Account Holder**” means an individual that is affiliated with an active Tinkercad account. This includes Student Accounts, as well as accounts created by the Educational Institution or the Moderator.

“**Administrative Contact**” means the administrative contact for the Educational Institution identified below, or as updated by Educational Institution by written notice to Autodesk.

“**Classroom**” means a classroom created by a Moderator consisting of a group of class seats through which Students use the Service under moderation by a Moderator.

“**COPPA**” means the Children’s Online Privacy Protection Act, 15 U.S.C. § 6501- 6505.

“**Covered Information**” has the same meaning as defined under SOPPA at 105 ILCS 85/5.


“**FERPA**” means the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g, and its implementing regulations enacted at 34 C.F.R. Part 99.

“**Moderator**” means, in connection with this DPA, a verified adult affiliated with and authorized by the Educational Institution to moderate a Student Account or a Classroom, as permitted by the Service.


“**Personally Identifiable Information**” (“**PII**”) has the same meaning as defined under FERPA at 34 C.F.R. § 99.3. PII shall also include the “Covered Information” of Educational Institution’s students, as that term is defined under SOPPA at 105 ILCS 85/5, including personally identifiable information or material or information that is linked to personally identifiable information or material in any media or format of the Educational Institution’s students that is not publicly available.

- 5.8. **Governing Law; Venue and Jurisdiction.** THIS DPA WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF ILLINOIS, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES.

This DPA must be signed by an authorized representative of Educational Institution and delivered to Autodesk at student.dpa@autodesk.com.

Name of Educational Institution: FREEDALE CCSD #70
Authorized Signature: 
Name and Title of Signatory: MARK JANSEN Financial Officer
Administrative Contact Name: JEFF FOSTER
Administrative Contact Phone: 618-537-3188
Administrative Contact Email Address: JFOSTER@FR670.ORG
Educational Institution Address: 408 S. BOURVILLE ST.
FREEDALE, IL 60743

Autodesk, Inc.

By: 
Name: Cloude Porteus
Title: Director, K-12 Product Strategy