



Student Data Privacy Agreement (Illinois Educational Institutions)

This Student Data Privacy Agreement (“DPA”) is entered into on this 15th day of November, 2023, 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:

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

“**Breach**” means the unlawful or unauthorized destruction, loss, alteration, disclosure, exfiltration of or access to PII.

“**Education SSO**” means Education Single Sign-on, which is available to schools approved by Autodesk to register their domain and configure Education Single Sign-on so that when Students sign-in to the Service using Autodesk’s sign-in process, they will be directed to Educational Institution’s sign-in process where they will enter their Educational Institution credentials (e.g., their user log-on information for Educational Institution).

“**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.

“**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.

“**PPRA**” means the Protection of Pupil Rights Amendment, 20 U.S.C. § 1232h

“**Service**” means Autodesk Fusion 360.

“**School Official**” has the same meaning as under FERPA at 34 C.F.R. § 99.31(a)(1), and includes contractors, consultants, volunteers, or other parties to which an educational institution has outsourced institutional services or functions.

“**SOPPA**” means the Student Online Personal Protection Act, 105 ILCS 85/1, et seq.

“**Student**” means a student enrolled at the Educational Institution using a Student Account.

“Student Account” means an Autodesk Account for an individual registered as a “Student” or a student Education SSO Autodesk profile, which permits access to the Service for educational purposes.

“Subprocessor[s]” means a service provider of Autodesk, Inc. or its affiliates.

2. RESPONSIBILITIES OF AUTODESK

- 2.1. Autodesk and Educational Institution acknowledge that Educational Institution must comply with applicable federal and state laws, such as FERPA and PPRA. Autodesk shall conduct the Service consistent with the requirements of FERPA, SOPPA, and PPRA, among other applicable federal and state laws.
- 2.2. Autodesk agrees that to the extent that Educational Institution is subject to FERPA and provides Autodesk with Student PII in connection with the Service, Autodesk will be considered a School Official with a legitimate educational interest, is performing an institutional service or function for which the Educational Institution would otherwise use employees, under the direct control of the Educational Institution, with respect to the use and maintenance of Student PII, and is using the Student PII only for an authorized purpose and may not re-disclose the Student PII to third-parties or affiliates unless otherwise permitted under FERPA or SOPPA, without permission from the School District or pursuant to court order.
- 2.3. Autodesk agrees that to the extent that Educational Institution provides Autodesk with Student PII of Illinois students in connection with the Service, Autodesk will handle the Student PII as an “operator,” as defined by SOPPA, to Educational Institution with respect to such Student PII.
- 2.4. As between the parties, Autodesk acknowledges that the Educational Institution is the owner of Student PII provided by the Educational Institution through the Service.
- 2.5. Autodesk will collect, use, and otherwise process Student PII provided by Educational Institution through the Service only as described in this DPA and the Autodesk Privacy Statement, including the Autodesk Children’s Privacy Statement, available at <https://www.autodesk.com/company/legal-notices-trademarks/privacy-statement/childrens-privacy-statement>, which is incorporated into this DPA by reference. This includes features which may allow Students to post Student PII to interactive features on Autodesk website and in the Service, which may be viewed by other Autodesk users outside of the Educational Institution. Autodesk will not (i) use Student PII for any purposes not specified in this DPA, or not authorized by the parent/guardian or the Educational Institution, (ii) use Student PII for advertising or marketing purposes; (iii) use Student PII to amass a profile about a student except in furtherance of the Service; (iv) sell Student PII, or (v) disclose Student PII, unless permitted by law or upon approval of the Educational Institution. Autodesk will not collect more information than is reasonably necessary in order to provide the Service.
- 2.6. To the extent that Autodesk transfers any Student PII collected through the Service to Subprocessors, Autodesk agrees to have written agreements with said Subprocessors, so that data is processed in accordance with this DPA. A

list of Subprocessors is available to Educational Institution at <https://www.tinkercad.com/fusion-third-party-list>. Autodesk shall update this list by January and July each year.

- 2.7. Autodesk agrees that it will destroy Student PII provided through the Service within its possession, custody, or control within ninety (90) days following the time that the Student Account is deleted. Notwithstanding the foregoing, Autodesk shall be permitted to retain an archival copy of the Student PII as may be required by law or permitted by law.

3. RESPONSIBILITIES OF EDUCATIONAL INSTITUTION

- 3.1. Educational Institution shall gather and/or provide consent in accordance with applicable law prior to Students' use of the Service, if such consent is required.
- 3.2. Educational Institution acknowledges that it is Educational Institution's sole responsibility to ensure that any Student PII it discloses to Autodesk or authorizes Autodesk to collect under this DPA is in compliance with all applicable laws and regulations, including but not limited to FERPA and the Protection of Pupil Rights Amendment, set forth in 20 U.S.C. § 1232h.
- 3.3. Educational Institution understands that Autodesk permits only Students who indicate that they are age 13 and older to use the Service in the United States. Educational Institution shall ensure that all Students that use the Service are age 13 or older. Educational Institution shall ensure that its students access the Service through (a) Autodesk Education Community (or any successor Autodesk education platform), register as a student, and provide accurate registration information or (b) through Education SSO.
- 3.4. If Educational Institution maintains a website, Educational Institution shall publish this DPA on that website. If Educational Institution does not maintain a website, Educational Institution shall make this DPA available for inspection by the general public at its administrative office.

4. DATA SECURITY

- 4.1. Autodesk agrees to protect and maintain Student PII with commercially reasonable security measures that include appropriate administrative, physical, and technical safeguards to secure Student PII from unauthorized access, disclosure, and use.
- 4.2. Autodesk agrees to use best practices to secure usernames, passwords, and any other means of gaining access to the Service or Student PII.
- 4.3. When the Service is accessed using a supported web browser, Autodesk agrees to use Hyper Text Transfer Secure (HTTPS) technology, which uses both server authentication and data encryption to help keep Student PII secure.
- 4.4. Autodesk agrees to maintain security protocols that meet industry best practices in the transfer or transmission of data related to the Service, including that data may only be viewed or accessed by parties authorized to do so.

- 4.5. Autodesk agrees to provide periodic security training to employees who process Student PII, and require such employees to comply with applicable student privacy laws.
- 4.6. Autodesk agrees to conduct periodic risk assessments of the Service.
- 4.7. When hosting Student PII, Autodesk agrees to host data in an environment using a firewall that is periodically updated according to industry standards.
- 4.8. Access, edit, and deletion of Student PII subject to this DPA is in most cases available as a self-service feature through the Service. If Educational Institution cannot self-delete Student PII, it will contact Autodesk for assistance. If a legal guardian or Student would like to access, edit, delete, or exercise any other right under applicable law with respect to any Student PII subject to this DPA, to the extent not available through the Service, they must route such requests to the Educational Institution. Administrative Contact can make such requests to Autodesk on behalf of Educational Institution, legal guardian, or Student and Educational Institution by providing Autodesk with the Student's name and email address for the applicable Student Account. Educational Institution shall verify the identity of the Student, including Student's enrollment at Educational Institution, and the legal guardian.
- 4.9. In the event of a verified Breach arising from Autodesk's provision of the Service, Autodesk shall notify the affected Student and Educational Institution in compliance with applicable law as related to the Breach. Actions following a Breach may also include a summary of remediation actions, depending on incident type.
- 4.10. If Autodesk becomes compelled by law or regulation, subpoena, court order, or other administrative directive to disclose any Student PII, Autodesk will provide Student and Educational Institution with prompt written notice, to the extent permitted by law and to the extent that the Student maintains accurate school information in their Student Account, so that Student or Educational Institution may seek an appropriate protective order or other remedy. If a remedy acceptable to Educational Institution or Student is not obtained by the date that Autodesk must comply with the request, Autodesk will furnish only that portion of the Student PII that it is legally required to furnish, and Autodesk shall take reasonable steps to require the recipient of the Student PII to exercise commercially reasonable efforts to keep the Student PII confidential, to the extent permitted by law.

5. MISCELLANEOUS

- 5.1. **Term.** The term of this DPA shall commence on the date specified below and terminate in accordance with the terms of this DPA.
- 5.2. **Termination.** Either party may terminate this DPA upon 90 days prior written notice to the other party. Prior to the expiration of such 90-day period, Educational Institution shall instruct Students to delete any Student PII provided by Educational Institution pursuant to this DPA that is required to be deleted under applicable law or the Educational Institution's policies and ensure such deletions are made. If Educational Institution or Students cannot delete Student PII, they will reach out to Autodesk for assistance.

- 5.3. **Changes to Terms.** To the maximum extent permitted by applicable law, Autodesk reserves the right from time to time to (and Educational Institution acknowledges that Autodesk may) modify this DPA as set forth in this Section. Autodesk will send a notification (the “Modification Notice”) of the modification to this DPA (the “Modified Agreement”) to Educational Institution. If Educational Institution does not agree to the terms of the Modified Agreement, it may reject the modification by notifying Autodesk in writing of the rejection within 30 days of date of the Modification Notice. If Educational Institution rejects a modification under these circumstances, its access to and use of the Service will continue to be governed by this DPA in effect immediately before the modification until 90 days after the date of the Modification Notice. Within such 90-day period, Educational Institution shall instruct Students to delete all Student PII and ensure such deletions are made. Use of the Service after such 90-day period shall be under the terms of the Modified Agreement. Notwithstanding the forgoing, modifications to the Privacy Statement will be handled as described therein.
- 5.4. **Notice.** All notices or other communication required or permitted to be given hereunder will be in writing and given by e-mail transmission sent to/from student.dpa@autodesk.com. Notifications to Educational Institution shall be provided via email to the Administrative Contact.
- 5.5. **Entire Agreement.** This DPA and the Terms of Use for the Service constitute the entire agreement of the parties relating to the subject matter hereof and supersedes all prior communications, representations, or agreements, oral or written, by the parties relating thereto. In the event there is conflict between the terms of this DPA and the Terms of Use for the Service, the terms of this DPA shall apply and take precedence. Neither failure nor delay on the part of any party in exercising any right, power, or privilege hereunder shall operate as a waiver of such right, nor shall any single or partial exercise of any such right, power, or privilege preclude any further exercise thereof or the exercise of any other right, power, or privilege. Neither party shall assign this DPA or any right, interest, or benefit under this DPA, without the prior written consent of the other party, provided that Autodesk may assign or transfer this DPA to an affiliate or in connection with a merger, change of control, reorganization or sale or other disposition of the Service or assets related to the Service.
- 5.6. **Severability.** Any provision of this DPA that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this DPA, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. Notwithstanding the foregoing, if such provision could be more narrowly drawn so as not to be prohibited or unenforceable in such jurisdiction while, at the same time, maintaining the intent of the parties, it shall, as to such jurisdiction, be so narrowly drawn without invalidating the remaining provisions of this DPA or affecting the validity or enforceability of such provision in any other jurisdiction.

5.7. **Governing Law.** 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: Bourbonnais Elementary School District #53

Authorized Signature: 

Name and Title of Signatory: Caitlin Smith, Director of Technology

Administrative Contact Name: Caitlin Smith

Administrative Contact Phone: 815-929-5289

Administrative Contact Email Address: smithca@besd53.org

Educational Institution Address: 281 W. John Casey Rd., Bourbonnais IL 60914

Autodesk, Inc.

By: 

Name: Cloude Porteus

Title: Director, K12 Product Strategy