Student Data Privacy Agreement

(New York Educational Institutions)

This Student Data Privacy Agreement ("DPA") is entered into on this <u>18</u>th day of <u>Januaru</u>, 20<u>24</u> , between Autodesk, Inc. ("Autodesk") and the educational institution Dutchess County Board of Cooperative Educational Services 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 or Student-Generated Content.

    "**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.

    "**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.

    "**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.

"Student-Generated Content" means materials created by a Student using the Service through a Student Account such as, for example, models, circuit designs, and codeblocks.

"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 applicable federal and state laws, such as FERPA, PPRA and New York State Education Law Section §2-d.

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.

2.3. As between the parties, Autodesk acknowledges that the Educational Institution is the owner of Student PII and Student-Generated Content provided by the Educational Institution through the Service.

2.4. Autodesk will collect, use, and otherwise process Student PII and Student-Generated Content provided by Educational Institution through the Serviceonly as described in this DPA and the Terms of Use for the Service 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, each of which is incorporated into this DPA by reference. This includes features which may allow Students to post Student- Generated Content and 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 or Student-Generated Content for any purposes not specified in this DPA, or not authorized by the parent/guardian or the Educational Institution, (ii) use Student PII or Student-Generated Content for advertising or marketing purposes; (iii) use Student PII or Student-Generated Content to amass a profile about a student except in furtherance of the Service; (iv) sell Student PII or Student-Generated Content, or (v) disclose Student PII or Student-Generated Content, 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**.**

2.5. To the extent that Autodesk transfers any Student PII or Student-Generated Content 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.

2.6. Autodesk agrees that it will destroy Student PII or Student-Generated Content

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 or Student-Generated Content 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.

4. DATA SECURITY

4.1. Autodesk agrees to protect and maintain Student PII and Student-Generated Content with commercially reasonable security measures that include appropriate administrative, physical, and technical safeguards to secure Student PII and Student-Generated Content 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 or Student-Generated Content.

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 and Student-Generated Content 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 Student-Generated Content, 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 and Student-Generated Content, 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 and Student-Generated Content 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 and Student Generated Content, 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 or Student-Generated Content 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. Download of Student-Generated Content is available as a self-service feature through the Service.

4.10. 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.

4.11. If Autodesk becomes compelled by law or regulation (including securities laws), subpoena, court order, or other administrative directive to disclose any Student PII or Student-Generated Content, 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 and Student-Generated Content that it is legally required to furnish, and Autodesk shall take reasonable steps to require the recipient of the Student PII or Student-Generated Content to exercise commercially reasonable efforts to keep the Student PII or Student-Generated Content 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 and Student-Generated Content 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 or Student Generated Content, 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 notify (the "Modification Notice") Educational Institution of the modification to this DPA (the "Modified Agreement"). 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 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 Modification Notice. Within such 90-day period, Educational Institution shall instruct Students to delete all Student PII and Student-Generated Content 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; Venue and Jurisdiction**. THIS DPA WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, 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: Dutchess County Board of Cooperative Educational Services (DCBOCES)

Authorized Signature:

Name and Title of Signatory: Mark Stein, Director of Technology

Administrative Contact Name: Jodi DeLucia, Deputy Superintendent, DPO

Administrative Contact Phone: 845-486-4800

Administrative Contact Email Address: jodi.delucia@dcboces.org

Educational Institution Address: 5 BOCES Rd, Poughkeepsie, NY 12601

Autodesk, Inc.

By:

Name: Cloude Porteus

Title: Director, K12 Product Strategy

Third-Party Contractor Supplemental Information

Contractor: Autodesk, Inc. ("Autodesk") Product: Autodesk Fusion 360

Exclusive Purposes for Data Use:
The exclusive purposes for which a student data or teacher or principal data, as defined in New York Education Law Section 2-D, will be used by the third-party include the purposes described in this Student Data Privacy Agreement ("DPA").

Subcontractor Data Use Details:
Autodesk will ensure that any subcontractors, persons or entities who handle student data or teacher or principal data are contractually required to obey the same data protection and security requirements that Autodesk is required to obey under state and federal law.

Contract Expiration and Data Handling:
The DPA expires in accordance with the terms of the DPA. When the DPA expires, protected data will, upon the written request of Educational Institution, be deleted by Autodesk in accordance with the terms of the DPA.

Data Accuracy and Correction Process:
Parents can challenge the accuracy of any student data stored by Educational Institution in the Service by following the school district's procedure for requesting the amendment of education records under the Family Educational Rights and Privacy Act (FERPA).

Data Storage, Protection, and Encryption:
Student data or teacher or principal data provided to Autodesk by Educational Institution is stored in the United States. The measures that Autodesk takes to protect student data and teacher and principal data aligns with industry best practices including but not limited to, disk encryption, file encryption, firewalls, and password protection. Data encryption is employed at least to the extent required by Education Law Section 2-D.

Parents (including legal guardians or persons in parental relationships) and Eligible Students (students 18 years and older) can expect the following:

1. A student's personally identifiable information (PII) cannot be sold or released for any Commercial or Marketing purpose. PII, as defined by Education Law § 2-d and the Family Educational Rights and Privacy Act ("FERPA"), includes direct identifiers such as a student's name or identification number, parent's name, or address; and indirect identifiers such as a student's date of birth, which when linked to or combined with other information can be used to distinguish or trace a student's identity. Please see FERPA's regulations at 34 CFR 99.3 for a more complete definition.

2. The right to inspect and review the complete contents of the student's education record stored or maintained by an educational agency. This right may not apply to Parents of an Eligible Student.

3. State and federal laws such as Education Law § 2-d; the Commissioner of Education's Regulations at 8 NYCRR Part 121, FERPA at 12 U.S.C. 1232g (34 CFR Part 99); Children's Online Privacy Protection Act ("COPPA") at 15 U.S.C. 6501-6502 (16 CFR Part 312); Protection of Pupil Rights Amendment ("PPRA") at 20 U.S.C. 1232h (34 CFR Part 98); and the Individuals with Disabilities Education Act ("IDEA") at 20 U.S.C. 1400 et seq. (34 CFR Part 300); protect the confidentiality of a student's identifiable information.

4. Safeguards associated with industry standards and best practices including, but not limited to, encryption, firewalls and password protection must be in place when student PII is stored or transferred.

5. A complete list of all student data elements collected by NYSED is available at www.nysed.gov/data-privacy-security/student-data-inventory and by writing to: Chief Privacy Officer, New York State Education Department, 89 Washington Avenue, Albany, NY 12234.

6. The right to have complaints about possible breaches and unauthorized disclosures of PII addressed. (i) Complaints should be submitted to the District at: jodi.delucia@dcboces.org (ii) Complaints may also be submitted to the NYS Education Department at www.nysed.gov/data-privacy-security/report-improper-disclosure, by mail to: Chief Privacy Officer, New York State Education Department, 89 Washington Avenue, Albany, NY 12234; by email to privacy@nysed.gov; or by telephone at 518-474-0937.

7. To be notified in accordance with applicable laws and regulations if a breach or unauthorized release of PII occurs.

8. Educational agency workers that handle PII will receive training on applicable state and federal laws, policies, and safeguards associated with industry standards and best practices that protect PII.

9. Educational agency contracts with vendors that receive PII will address statutory and regulatory data privacy and security requirements.

CONTRACTOR	
[Signature]	*Cloude Porteus*
[Printed Name]	Cloude Porteus
[Title]	Director, K12 Product Strategy
Date:	January 22, 2023