



DATA SECURITY AND PRIVACY PLAN

WHEREAS, the Baldwinsville Central School District (hereinafter “School District”) and Canva Pty Ltd (hereinafter “Contractor”) entered into an agreement dated February 16, 2022(hereinafter “Agreement”) for Canva Services (hereinafter “Services”).

WHEREAS, pursuant to the requires under 8 NYCRR 121, Contractor maintains the data security and privacy plan described herein in connection with the Services provided to the School District.

1. During the term of the Agreement with the School District, Contractor will implement all applicable state, federal and local data security and privacy requirements, consistent with the School District’s Data Security and Privacy Policy in the following way(s):

Contractor shall process the Data as necessary to perform its obligations under the Agreement and strictly in accordance with the documented instructions of School District. Contractor shall not retain, use, disclose or otherwise process the Data for any purpose other than the exclusive purpose (including for its own commercial purpose), except where otherwise required by any law applicable to Contractor, and shall not “sell” the Data within the meaning of the CCPA or otherwise.

2. Contractor has in place the following administrative, operational and technical safeguards and practices to protect personally identifiable information that it will receive under the Agreement: <https://www.canva.com/policies/technical-and-organisational-measures/>

3. Contractor shall comply with 8 NYCRR 121 in that it acknowledges that it has reviewed the School District’s Parents Bill of Rights for Data Privacy and Security and will comply with same.

a. Contractor will use the student data or teacher or principal data only for the exclusive purposes defined in the Agreement.



- b. Contractor will ensure that the subcontractor(s) or other authorized persons or entities to whom Contractor will disclose the student data or teacher and principal data, if any, will abide by all applicable data protection and security requirements as described in the “Supplemental Information” appended to the Agreement.
- c. At the end of the term of the Agreement, Contractor will destroy, and at the direction of the School District return, all student data and all teacher and principal data in accordance with the “Supplemental Information” appended to the Agreement.
- d. Student data and teacher and principal data will be stored in accordance with the “Supplemental Information” appended to the Agreement.
- e. Student data and teacher and principal data in motion and at rest will be protected using an encryption method that meets the standards described in 8 NYCRR 121. Contractor’s current encryption methods are the following: Contractor encrypts PII transmitted between customers and the application over public networks using TLS 1.2 or higher. PII stored on Contractor’s server is encrypted using AES 256 or stronger

4. Prior to receiving access to student data and/or teacher and principal data, officer(s) and employee(s) of Contractor and any assignees who will have access to student data or teacher or principal data shall receive training on the federal and state laws governing confidentiality of such data. Such training shall be provided:
Specify date of each training

Contractor’s staff are subject to confidentiality obligations and a Personal Data Handling Policy. Contractor requires its staff to undergo information security awareness training, both at the commencement of their employment and then annually thereafter. Contractor also requires its staff to undergo privacy law training annually (including to comply with COPPA and FERPA in respect of student data).

5. Subcontractors (check one):

Contractor shall not utilize sub-contractors.



X Contractor shall utilize sub-contractors. Contractor shall manage the relationships and contracts with such sub-contractors in the following ways in order to ensure personally identifiable information is protected:

Contractor imposes data protection terms on any subcontractors it engages that ensure substantially the same standard of protection provided under this agreement and Contractor remains liable for the actions of its subcontractors.

6. Contractor has the following procedures, plans or protocols in place to manage data security and privacy incidents that implicate personally identifiable information: *Procedures, plans or protocols must, at a minimum, specify plans to identify breaches and unauthorized disclosures, and to promptly notify the School District.*

Upon becoming aware of a Security Incident, Contractor shall inform School District without undue delay, but not more than seven calendar days after discovery of the Security Incident, and shall provide all such timely information and cooperation as School District may reasonably require in order for School District to fulfil its data breach reporting obligations under (and in accordance with the timescales required by) applicable privacy laws. Contractor shall further take all such measures and actions as are reasonably necessary to remedy or mitigate the effects of the Security Incident and keep School District informed of all material developments in connection with the Security Incident. For Security Incidents attributed to Contractor, Contractor shall reimburse the School District for notification costs, and School District shall notify affected parties in the most economical manner practicable.

7. Termination of Agreement.



- a. Within 90 days of termination of the Agreement, Contractor shall delete or destroy all student data or teacher or principal data in its possession; AND
- b. Within 90 days of termination of the Agreement, Contractor shall Returned all data to the School District using School District's option to extract or download the data from the platform_____; OR
Transition all data to a successor contractor designated by the School District in writing using _____.

8. In the event of a conflict between the terms of this Data Security and Privacy Plan and the terms of the Agreement, the terms of this Data Security and Privacy Plan shall control. All of the defined terms in the Agreement shall have the same definitions in the Data Security and Privacy Plan, unless otherwise defined herein. Except as expressly set forth in this Data Security and Privacy Plan, the terms and conditions of the Agreement shall remain unmodified and in full force and effect.

IN WITNESS WHEREOF, the Contractor hereto has executed this Data Security and Privacy Plan as of February 17, 2022.

DocuSigned by:
CONTRACTOR:
Jason Wilmot
8361BAECB4E147B
 By: Jason Wilmot
 Title: Head of Education