



### Canva for Education Order Form

This Order Form sets forth the services ordered by the educational institution identified below ("Educational Institution") to be provided by Canva US, Inc. ("Canva") and is effective as of the date of Educational Institution's signature below ("Effective Date").

#### Contact Information

Educational Institution:	Cazenovia Central School District	Primary Contact Name:	Jennifer Raux
Address:	31 Emory Ave, Cazenovia, New York 13421, United States	Primary Contact Title	Director of Instructional Technology
		Primary Contact Email:	jraux@caz.cnyric.org

#### Order

Service	Subscription Term	Users	Subscription Fees
Canva for Education	36 months commencing on the Effective Date	Students, Faculty, and Staff of Educational Institution	N/A

#### Terms & Conditions

This Order Form is governed by the terms of the Canva Subscription Service Agreement updated on July 26, 2022 and available at: <https://www.canva.com/policies/enterprise-ssa/>. All references to 'Customer' in the Subscription Service Agreement shall mean and refer to Educational Institution. The Canva for Education Addendum attached hereto is incorporated into this Order Form. If Canva has entered into an agreement governing Canva's processing of personal data on behalf of Educational Institution ("DPA") with Educational Institution or with an entity that operates or directly supports Educational Institution, such DPA is incorporated into this Order Form.

By executing below, Educational Institution and Canva agree to be bound by all terms and conditions of the Subscription Service Agreement, this Order Form, the Canva for Education Addendum, and any applicable DPA (collectively, the "Agreement"). The Agreement may not be updated or amended without written agreement between the parties. Any capitalized terms that are not defined in this Order Form shall have the meaning set forth in the Subscription Service Agreement.

#### Cazenovia Central School District

DocuSigned by:  
Signature   
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Name Jennifer Raux

Title Director of Instructional Technology

Date January 16, 2024

#### Canva US, Inc.

DocuSigned by:  
Signature   
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Name Jason Wilmot

Title Head of Education

Date January 17, 2024

## Canva for Education Addendum

This Canva for Education Addendum ("Addendum") is a part of Canva's Subscription Service Agreement and sets forth additional and/or amended terms for Canva for Education. These terms apply only to the extent you are a public or private K-12 school that is either institutionally accredited by an accrediting agency nationally recognized by the U.S. Secretary of Education or, in the case of public K-12 institutions, recognized or approved by the Department of Education of the State in which it is located ("Educational Institution") and using Canva for Education.

The following amendments are made to the Subscription Service Agreement and incorporated into the relevant Order Form executed by Canva US, Inc. and the Educational Institution identified therein:

- 1.1. The indemnification obligations in Section 11.2 apply only to the extent permitted by applicable law.
- 1.2. The Limitation of Liability clauses set forth in Section 12 shall be replaced with the following:

IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, LOSSES, OR EXPENSES (INCLUDING BUT NOT LIMITED TO BUSINESS INTERRUPTION, LOST BUSINESS, OR LOST PROFITS) EVEN IF IT HAS BEEN ADVISED OF THEIR POSSIBLE EXISTENCE AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY. IN NO EVENT SHALL CANVA'S AGGREGATE CUMULATIVE LIABILITY HEREUNDER (WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY IN TORT OR BY STATUTE OR OTHERWISE) EXCEED \$100.

- 1.3. The Governing Law and Jurisdiction provision in Section 14.2 is removed. The Subscription Service Agreement is governed by the laws of the state or province in which the Educational Institution is located.
- 1.4. The automatic renewal provision in Section 13.2 is removed. Section 13.2 is revised to state the following: The Subscription Term shall be specified in the relevant Order Form. An Educational Institution may terminate the Agreement at any time at its convenience by providing Canva with thirty (30) day notice.
- 1.5. To the extent applicable, Educational Institution will obtain any necessary parent or guardian consent for a student to use Canva for Education prior to inviting a student to the Canva classroom in accordance with applicable laws, including without limitation the Children's Online Privacy Protection Act ("COPPA").
- 1.6. Educational Institution will only use, and only permit its students to use, Canva for Education (and all content and media incorporated therein) for educational purposes.
- 1.7. The definition of User in Section 1.12 of the Agreement is revised to state that Users may include Educational Institution's students, staff, and faculty.

**CAZENOVIA**  
CENTRAL SCHOOL DISTRICT



**A TRADITION OF  
EXCELLENCE & EQUITY**

31 Emory Ave  
Cazenovia, NY 13421

JENNIFER RAUX  
Director of Instructional Technology

Phone: 315.655.1314, X.5380

**DATE: 10-26-23**

**To Whom it May Concern:**

RE: <Canva> Agreement with Cazenovia Central School District

The Cazenovia Central School District would like to contract with your company for the above referenced program/service. Attached you will find the agreement between your company and the Cazenovia Central School District concerning the NYS Ed Law and Regulations 121, Data Security and Privacy. Please review the agreement and return signed to Jennifer Raux, Director of Instructional Technology via email.

Sincerely,

Jennifer Raux  
Director of Instructional Technology, Data Protection Officer  
Cazenovia Central School District  
31 Emory Ave  
Cazenovia, NY 13035  
[jraux@caz.cnyric.org](mailto:jraux@caz.cnyric.org)  
315-655-1314 ext. 5380

## Cazenovia Central School District

### Data Security and Privacy Contract & Parents' Bill of Rights

Pursuant to Section 2-d of the Education Law, agreements entered into between the District and a third- party contractor which require the disclosure of student data and/or teacher or principal data that contains personally identifiable information ("PII") to the contractor, must include a data security and privacy plan and must ensure that all contracts with third-party contractors incorporate the District's Parents' Bill of Rights for Data Security and Privacy.

As such, Canva Pty Ltd ("the Contractor") agrees that the following terms shall be incorporated into the contract for services ("the Contract") and it shall adhere to the following:

1. The Contractor's storage, use and transmission of student and teacher/principal PII shall be consistent with the District's Data Security and Privacy Policy available here:
  - a. <http://go.boarddocs.com/ny/cazenovia/Board.nsf/goto?open&id=CBQJDW4CBE06>
2. Contractor shall not sell personally identifiable information nor use or disclose it for any marketing or commercial purpose or permit another party to do so.
3. The exclusive purposes for which the student data or teacher or principal data will be used under the contract are limited to the purposes authorized in the Vendor Privacy Policy/Contract only for the term of the Contract as set forth in the Canva for Education Order Form or as summarized below.
4. The Contract shall maintain the following administrative, operational and technical safeguards and practices in place to protect PII, which shall align with the requirements of ISO 27001 which generally aligns with the NIST Cybersecurity Framework, including:

- a. PII data will be protected using encryption while in motion and at rest. Please describe:

TLS L1.2 or higher for data transmitted between the District and Vendor and the product over public networks; and AES 256 or stronger for data stored on Vendor's servers

- b. PII will be stored in a manner as to protect its security and to mitigate any potential security risks. Specifically, all student data and/or teacher or principal data will be stored as follows:

Any PII that Vendor receives will be stored on systems maintained by Vendor, or by a subcontractor under the direct control of Vendor, in a secure data center facility located within the United States.

The security of this data will be ensured by:

## **Cazenovia Central School District**

The measures that Vendor (and, if applicable, its subcontractors) will take to protect PII include adoption of technologies, safeguards and practices that align with the requirements of ISO 27001 or the NIST Cybersecurity Framework, and safeguards associated with industry standards and best practices including, but not limited to, disk encryption, file encryption, firewalls, and password protection.

## Cazenovia Central School District

- c. Physical access to PII by individuals or entities described in paragraph 3 above shall be controlled as follows:

The service is hosted and PII is stored within data centers provided by Amazon Web Services (AWS). As such, Vendor relies on the physical, environmental and infrastructure controls of AWS. Vendor periodically reviews certifications and third-party attestations provided by AWS relating to the effectiveness of its data center controls.

5. The Contractor shall ensure that no PII is disclosed to employees, subcontractors, or other persons or entities unless they have a legitimate educational interest and only for purposes necessary to provide services under the Contract.

- a. By initialing here \_\_\_\_\_, the Contractor represents that it will not utilize any subcontractors or outside entities to provide services under the Contract and shall not disclose any PII other than as required pursuant to paragraph 6 below.
- b. If subcontractors are used, describe how the Contractor will manage data privacy and security:

Vendor will require those subcontractors or other authorized persons or entities to whom it will disclose the PII to execute agreements acknowledging their obligation to comply with all applicable data protection, privacy and security requirements.

6. Contractor shall ensure that all employees, subcontractors, or other persons or entities who have access to PII will abide by all applicable data protection and security requirements, including, but not limited to those outlined in applicable laws and regulations (e.g., FERPA, Education Law Section 2-d). Contractor shall provide training to any employees, subcontractors, or other persons or entities to whom it discloses PII as follows:

Vendor has provided or will provide training on the applicable federal and state laws governing confidentiality of PII for any of its officers or employees (or officers or employees of any of its subcontractors or assignees) who will have access to PII, prior to their receiving access

7. Contractor shall not disclose PII to any other party other than those set forth in paragraph 4 above without prior written parental consent or unless required by law or court order. If disclosure of PII is required by law or court order, the Contractor shall notify the New York State Education Department and the District no later than the time the PII is disclosed unless such notice is expressly prohibited by law or the court order.

## Cazenovia Central School District

8. Upon expiration of the contract, the PII will be returned to the District and/or destroyed. Describe below the transfer and/or destruction information (i.e., whether, when and in what format the data will be returned to the District, and/or whether, when and how the data will be destroyed.

Vendor will securely delete or otherwise destroy any and all PII remaining in the possession of Vendor. If requested by the District, Vendor will assist the District in exporting all PII previously received back to the District for its own use, prior to deletion, in such formats as may be requested by the District

9. The parent, student, eligible student, teacher, or principal may challenge the accuracy of the student data or teacher or principal data collected in accordance with the procedures set forth in the FERPA regulations at 99 C.F.R. Part 34, Subpart C, §§99.20-99.22.
10. The Contractor shall take the following steps to identify breaches or unauthorized releases of PII and to notify the District upon learning of an unauthorized release of PII. Minimum requirements are noted below in 10a, 10b and 10c.
  - a. Provide prompt notification to the District no later than seven (7) calendar days from date of discovery of a breach or unauthorized release of PII. Contractor shall provide notification to the District's data privacy officer by phone and by email.
  - b. Contractor shall cooperate with the District and law enforcement to protect the integrity of the investigation of any breach or unauthorized release of PII.
  - c. Where a breach or unauthorized release is attributed to the Contractor, the Contractor shall promptly reimburse the District for the full reasonable cost of such notification.
11. A complete list of all student data elements collected by the State is available for public review at <http://www.p12.nysed.gov/irs/sirs/documentation/NYSEDstudentData.xlsx>, or parents may obtain a copy of this list by writing to the Office of Information & Reporting Services, New York State Education Department, Room 863 EBA, 89 Washington Avenue, Albany, NY 12234.
12. Parents have the right to file complaints with the District about possible privacy breaches of student data by the District's third-party contractors or their employees, officers, or assignees, or with NYSED. Complaints to NYSED should be directed in writing to the Chief Privacy Officer, New York State Education Department, 89 Washington Avenue, Albany NY 12234, email to [CPO@mail.nysed.gov](mailto:CPO@mail.nysed.gov).

Cazenovia Central School District

AGREED TO BY:

Organization: Canva Pty Ltd

Contractor’s Signature: January 17, 2024

Name: Jason Wilmot

Title: Head of Public Sector

Date:

DocuSigned by:  
*Jason Wilmot*  
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District: Cazenovia Central School District

Administrator’s Signature: DocuSigned by:  
*Jennifer Raux*  
9301CFAE9313417...

Name: Jennifer Raux

Title: Director of Instructional Technology

January 16, 2024  
Date:



## Cazenovia Central School District

### PARENTS' BILL OF RIGHTS – SUPPLEMENTAL INFORMATION ADDENDUM E

1. **EXCLUSIVE PURPOSES FOR DATA USE:** The exclusive purposes for which “student data” or “teacher or principal data” (as those terms are defined in Education Law Section 2-d and collectively referred to as the “Confidential Data”) will be used by Canva Pty Ltd (the “Vendor”) are limited to the purposes authorized in the contract between the Vendor and Cazenovia Central School District (the “School District”) dated January 17, 2024 (the “Contract”).
2. **SUBCONTRACTOR OVERSIGHT DETAILS:** The Vendor will ensure that any subcontractors, or other authorized persons or entities to whom the Vendor will disclose the Confidential Data, if any, are contractually required to abide by all applicable data protection and security requirements, including but not limited to those outlined in applicable state and federal laws and regulations (e.g., Family Educational Rights and Privacy Act (“FERPA”).
3. **CONTRACT PRACTICES:** The Contract commences and expires on the dates set forth in the Contract, unless earlier terminated or renewed pursuant to the terms of the Contract. On or before the date the Contract expires, protected data will be exported to the School District in a mutually agreed upon format and/or destroyed by the Vendor as directed by the School District.
4. **DATA ACCURACY/CORRECTION PRACTICES:** A parent or eligible student can challenge the accuracy of any “education record”, as that term is defined in the FERPA, stored by the School District in a Vendor’s product and/or service by following the School District’s procedure for requesting the amendment of education records under the FERPA. Teachers and principals may be able to challenge the accuracy of APPR data stored by School District in Vendor’s product and/or service by following the appeal procedure in the School District’s APPR Plan. Unless otherwise required above or by other applicable law, challenges to the accuracy of the Confidential Data shall not be permitted.
5. **SECURITY PRACTICES:** Confidential Data provided to Vendor by the School District will be stored in the United States. The measures that Vendor takes to protect Confidential Data will align with the NIST Cybersecurity Framework including, but not necessarily limited to, disk encryption, file encryption, firewalls, and password protection.
6. **ENCRYPTION PRACTICES:** The Vendor will apply encryption to the Confidential Data while in motion and at rest at least to the extent required by Education Law Section 2-d and other applicable law.