

Tinkercad Student Data Privacy Agreement (New York Educational Institutions)

This Tinkercad Student Data Privacy Agreement (“**DPA**”) is entered into on this 23rd day of April, 2024, 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.

“**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 includes “personally identifiable information” as defined by New York State Education Law Section §2-d.

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

“**Service**” means Autodesk Tinkercad.

“**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.

“**Safe Mode**” means a state of the Service in which any Student using the Service is not allowed to share PII in the Service gallery or any other public part of the Service without Moderator approval.

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

“Student Account” means a Service account of a student enrolled at the Educational Institution under moderation by a Moderator.

“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 FERPA and PPRA, among other applicable federal and state laws, and Autodesk agrees to conduct the Service consistent with the requirements of FERPA, COPPA, PPRA, and New York State Education Law Section §2-d, 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.
- 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 through the Service only as described in this DPA, the Terms of Service for the Service and the Autodesk Privacy Statement, including the Autodesk Children’s Privacy Statement, available at <https://www.autodesk.com/company/legal-notice-trademarks/privacy-statement/child-privacy-statement>, which is incorporated into this DPA by reference. 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 and Student-Generated Content, or (v) disclose Student PII, unless permitted by law or upon approval of the Educational Institution.
- 2.5. Autodesk will collect, use, and otherwise process the following PII data elements in connection with the Service: Student and Moderator’s member or account username, name, password, date of birth, machine IP address or mobile device identifier; Moderator’s email address, and phone number. 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.

- 2.7. Autodesk agrees that it will destroy Student PII or Student-Generated Content provided through the Service within its possession, custody, or control (i) within ninety (90) days following the time that the Student Account or Classroom is deleted, or (ii) if the Moderator is unable to delete the Student PII or Student-Generated Content directly through the Service, within 90 days of the receipt of a written request for deletion from Moderator. 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 shall ensure that all Students use the Service only in a Classroom or as otherwise may be permitted by the Service in Safe Mode. Educational Institution will ensure that Moderator does not share, or permit Students to share, Student PII in any Service gallery or other public part of the Service.
- 3.4. Educational Institution will not, and will ensure that Moderators will not, post any Student PII to any gallery or any public location on the Service.

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.
- 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 available as a self- service feature through the Service’s online moderation tool. All access, edit, and deletions must be completed by the Moderator. 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, they must route such requests to Moderator. If so, Educational Institution is affiliated is responsible for verifying identities of legal guardian and Student to the extent required by law.
- 4.9. Download of Student-Generated Content is available as a self-service feature.
- 4.10. If a legal guardian would like to become the sole Moderator of an account, they must route this request to the Moderator of that account at the Educational Institution. Legal guardians may not become the sole moderator of an account in a Classroom.
- 4.11. Autodesk agrees to comply with applicable laws that require the notification of individuals or government authorities in the event of unauthorized access to or disclosure of Student PII and Student-Generated Content or other event requiring notification by law (“Notification Event”). In the event of a Notification Event, Autodesk agrees to notify Moderator and to provide reasonable assistance to Educational Institution to inform individuals or regulators if required by applicable law.
- 4.12. If Autodesk becomes compelled by law or regulation (including securities laws), subpoena, court order, or other administrative directive to disclose any Student PII, Autodesk will provide Moderator with prompt written notice, to the extent permitted by law, so that Educational Institution may seek an appropriate protective order or other remedy. If a remedy acceptable to Educational Institution 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 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 or

Moderator shall 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. If Moderator is unable to delete any Student PII or Student-Generated Content directly through the Service, Moderator should 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 delete all Student PII and Student-Generated Content. 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 Service 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 Service 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: Norwood-Norfolk Central School

Authorized Signature: *James Cruikshank*
James Cruikshank (Apr 23, 2024 13:17 EDT)

Name and Title of Signatory: James Cruikshank, Superintendent

Administrative Contact Name: James Cruikshank

Administrative Contact Phone: 315-353-6631

Administrative Contact Email Address: jcruikshank@nnck12.org

Educational Institution Address: 7852 St. Hwy 56 Norwood, NY 13668

Autodesk, Inc.

By: *Cloude Porteus*
Cloude Porteus (Apr 23, 2024 15:03 PDT)

Name: Cloude Porteus

Title: Director, Student Community

Exhibit A - Education Law §2-d Bill of Rights for Data Privacy and Security

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 for public review 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 EA at: James Cruikshank, Superintendent Norwood-Norfolk Central School 7852 St. Hwy. 56 Norwood, NY 13668, or 315-353-6631 jcruikshank@nncsk12.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, the educational agency's 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.

Exhibit B

**BILL OF RIGHTS FOR DATA PRIVACY AND SECURITY -
SUPPLEMENTAL INFORMATION FOR CONTRACTS THAT UTILIZE PERSONALLY
IDENTIFIABLE INFORMATION**

Pursuant to Education Law § 2-d and Section 121.3 of the Commissioner's Regulations, the Educational Agency (EA) is required to post information to its website about its contracts with third-party contractors that will receive Personally Identifiable Information (PII).

Name of Contractor	Autodesk, Inc. ("Autodesk")
Description of the purpose(s) for which Contractor will receive/access PII	The exclusive purposes for which PII, as defined in New York Education Law Section 2-D, will be used by Contractor include the purposes described in this Student Data Privacy Agreement ("DPA") to provide the service, Tinkercad, an application for 3D design, electronics, and coding.
Type of PII that Contractor will receive/access	Check all that apply: ☒ Student PII ☐ APPR Data
Contract Term	The DPA expires in accordance with its terms. When the DPA expires, PII will, upon the written request of EA, be deleted by Autodesk in accordance with the terms of the DPA.
Subcontractor Written Agreement Requirement	Contractor will not utilize subcontractors without a written contract that requires the subcontractors to adhere to, at a minimum, materially similar data protection obligations imposed on the contractor by state and federal laws and regulations, and the DPA. (check applicable option) ☐ Contractor will not utilize subcontractors. ☒ Contractor will utilize subcontractors.
Data Transition and Secure Destruction	Upon expiration or termination of the Contract, Contractor shall, as required by Section 5.2 of the DPA, securely delete and destroy data. Moderator may download data at any time prior to termination of the Contract or deletion of student accounts.
Challenges to Data Accuracy	Parents, teachers or principals who seek to challenge the accuracy of PII will do so by contacting the EA. If a correction to data is deemed necessary, the EA will notify Contractor. Contractor agrees to facilitate such corrections per the terms of the DPA.

Secure Storage and Data Security	Please describe where PII will be stored and the protections taken to ensure PII will be protected: (check all that apply) ☒ Using a cloud or infrastructure owned and hosted by a third party. ☐ Using Contractor owned and hosted solution ☐ Other: Please describe how data security and privacy risks will be mitigated in a manner that does not compromise the security of the data: Data provided to Autodesk by the EA is stored in the United States. The measures that Autodesk takes to protect PII 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.
Encryption	Data will be encrypted while in motion and at rest.

EXHIBIT C - CONTRACTOR'S DATA PRIVACY AND SECURITY PLAN

CONTRACTOR'S DATA PRIVACY AND SECURITY PLAN

The Educational Agency (EA) is required to ensure that all contracts with a third-party contractor include a Data Security and Privacy Plan, pursuant to Education Law § 2-d and Section 121.6 of the Commissioner's Regulations. For every contract, the Contractor must complete the following or provide a plan that materially addresses its requirements, including alignment with the NIST Cybersecurity Framework, which is the standard for educational agency data privacy and security policies in New York state. **While this plan is not required to be posted to the EA's website, contractors should nevertheless ensure that they do not include information that could compromise the security of their data and data systems.**

1	Outline how you will implement applicable data security and privacy contract requirements over the life of the Contract.	Autodesk will collect, use, and otherwise process Student PII provided 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/childr-ens-privacy-statement, which is incorporated into this DPA by reference. Autodesk will not (i) use Student PII for any purposes not specified in this DPA, or not authorized by the parent/guardian or the The EA, (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 and Student-Generated Content, or (v) disclose Student PII, unless permitted by law or upon approval of the EA. 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. 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. Autodesk will destroy Student PII provided through the Service within its possession, custody, or control (i) within ninety (90) days following the time that the Student Account or Classroom is deleted, or (ii) if the Moderator is unable to delete the Student PII or Student-Generated Content directly through the Service, within 90 days of the receipt of a written request for deletion from Moderator. 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.
2	Specify the administrative, operational and technical safeguards and practices that you have in place to protect PII.	Autodesk uses best practices to secure usernames, passwords, and any other means of gaining access to the Service or Student PII. When the Service is accessed using a supported web browser, Autodesk uses Hyper Text Transfer Secure (HTTPS) technology, which uses both server authentication and data encryption to help keep Student PII and Student-Generated Content secure. Autodesk maintains 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.

		Autodesk provides periodic security training to employees who process Student PII and Student-Generated Content, and require such employees to comply with applicable student privacy laws. Autodesk conducts periodic risk assessments of the Service. When hosting Student PII and Student-Generated Content, Autodesk hosts data in an environment using a firewall that is periodically updated according to industry standards.
3	Address the training received by your employees and any subcontractors engaged in the provision of services under the Contract on the federal and state laws that govern the confidentiality of PII.	Autodesk provides periodic security training to employees who process Student PII and Student-Generated Content, and require such employees to comply with applicable student privacy laws. Autodesk performs risk assessments of its subcontractors, in keeping with its security policies. To the extent that Autodesk transfers any Student PII collected through the Service to Subprocessors, Autodesk has written agreements with said Subprocessors, so that data is processed in accordance with this DPA.
4	Outline contracting processes that ensure that your employees and any subcontractors are bound by written agreement to the requirements of the Contract, at a minimum.	All employees and contingent workers are required to sign non-disclosure or confidentiality requirements in connection with their work at Autodesk. To the extent that Autodesk transfers any Student PII collected through the Service to Subprocessors, Autodesk has written agreements with said Subprocessors, so that data is processed in accordance with this DPA.
5	Specify how you will manage any data security and privacy incidents that implicate PII and describe any specific plans you have in place to identify breaches and/or unauthorized disclosures, and to meet your obligations to report incidents to the EA.	Autodesk will comply with applicable laws that require the notification of individuals or government authorities in the event of unauthorized access to or disclosure of Student PII and Student-Generated Content or other event requiring notification by law ("Notification Event"). In the event of a Notification Event, Autodesk will provide reasonable assistance to the EA to inform individuals or regulators if required by applicable law.
6	Describe how data will be transitioned to the EA when no longer needed by you to meet your contractual obligations, if applicable.	Autodesk will destroy Student PII provided through the Service within its possession, custody, or control (i) within ninety (90) days following the time that the Student Account or Classroom is deleted, or (ii) if the Moderator is unable to delete the Student PII or Student-Generated Content directly through the Service, within 90 days of the receipt of a written request for deletion from Moderator. Autodesk may retain an archival copy of the Student PII as may be required by law or permitted by law.
7	Describe your secure destruction practices and how certification will be provided to the EA.	Autodesk leverages Amazon Web Services (AWS), which is responsible for media sanitation of storage hardware at data centers. Please see the AWS Security Whitepaper for more information: https://d0.awsstatic.com/whitepapers/Security/AWS_Security_Whitepaper.pdf which describes techniques that align with NIST 800-88 under Storage Device Decommissioning.

Tinkercad DPA (New York)

Final Audit Report

2024-04-23

Created:	2024-04-23
By:	Steven Booth (steven.booth@sllboces.org)
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-  Document created by Steven Booth (steven.booth@sllboces.org)
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-  Signer cloude.porteus@autodesk.com entered name at signing as Cloude Porteus
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