

Student Data Privacy Agreement
(New York Educational Institutions)

This Student Data Privacy Agreement (“DPA”) is entered into on this 28 day of May, 20 (‘‘Effective Date’’) 26, 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 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 the products and services described on Exhibit A (and any future name Autodesk uses to refer to the products or services listed therein) that are made available under an education or educational license or subscription.

‘‘**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 designated “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, drawings and designs.

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

2. RESPONSIBILITIES OF AUTODESK

- 2.1. Autodesk agrees to comply with the requirements of all applicable federal laws, including FERPA, PPRA, and New York State Education Law Section §2-d, in providing the Service to the Educational Institution.
- 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.
- 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 Service only as described in this DPA, the Terms of Use 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. 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, unless the parent or legal guardian, or the Educational Institution has provided consent for the purposes; (iii) use Student PII or Student-Generated Content to amass a profile about a Student for any commercial purposes other than providing the Service; (iv) sell Student PII or Student-Generated Content, or (v) disclose Student PII or Student-Generated Content, unless (a) permitted by law, (b) upon approval of the Educational Institution, (c) to Subprocessors, as set forth in Section 2.5, or (d) if Autodesk is compelled by law or regulations, as set forth in Section 4.11. Autodesk will not collect more PII 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 comply with applicable privacy laws in using the Service, including without limitation, gathering and/or providing 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 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 Educational Institution with prompt written notice, to the extent permitted by law, 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 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 Effective Date and expire five (5) years thereafter, unless terminated earlier in accordance with the terms of this DPA.
- 5.2. **Termination.**
- a. Either party may terminate this DPA upon ninety (90) days prior written notice to the other party.
 - b. Prior to any termination or expiration of the DPA, 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. **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.
- 5.4. **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. If Educational Institution and Autodesk have an existing Student Data Privacy Agreement for any Service ("Existing Agreement"), that Existing Agreement shall be terminated and replaced with this DPA, as of the Effective Date. 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, without prior consent, 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.
- 5.5. **Priority of Agreements:** 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.
- 5.6. **Severability.** If and to the extent any provision of this DPA is held unenforceable under applicable law, (a) such provision will be deemed modified to the extent reasonably necessary to conform to applicable law but to give maximum effect to the intent of the parties set forth in this DPA, and (b) such provision will be

ineffective only as to the jurisdiction in which it is held unenforceable without affecting enforceability 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.
- 5.8. **Electronic Signature.** The parties agree that this DPA may be executed with an electronic signature (such as scanned signature, signature by facsimile, or other means of secure electronic authorization). The parties agree that to the extent they sign electronically, their electronic signature is the legally binding equivalent to their handwritten signature. This DPA may be executed in one or more counterparts, either by electronic or inked signature, each of which shall be deemed an original and all of which together shall constitute one and the same agreement.

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: Burnt Hills-Ballston Lake CSD

Authorized Signature: 
Patrick M. McGrath, Jr.

Name and Title of Signatory: Superintendent of Schools

Administrative Contact Name: Doug Carlton

Administrative Contact Phone: (518) 399-9141 (x85117)

Administrative Contact Email Address: dcarlton@bhbl.org

Educational Institution Address: 88 LAKEVIEW Rd.
Burnt Hills, NY
12027

Autodesk, Inc.

By: 

Name: Cloude Porteus

Title: Director, Student Community

Exhibit A

1. Autodesk AutoCAD is computer-aided design (CAD) software for 2D and 3D drafting, design, and modeling.
2. Autodesk Fusion is an integrated cloud CAD, CAM, CAE, and PCB software platform for product development, design and manufacturing.
3. Autodesk Inventor is three-dimensional computer-aided design software for product design, engineering, and simulation.
4. Autodesk Revit is a building information modeling (BIM) software used to design, document, visualize, and deliver architecture, engineering, and construction projects.

Third-Party Contractor Supplemental Information

Contractor: Autodesk, Inc. (“Autodesk”)

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 primarily 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.

The NYS Education Department's Education Law §2-d Bill of Rights for Data Privacy and Security

Parents and eligible students¹ can expect the following:

1. A student's personally identifiable information (PII)² cannot be sold or released for any commercial purpose.
2. The right to inspect and review the complete contents of the student's education record stored or maintained by an educational agency.
3. State and federal laws,³ such as NYS Education Law §2-d and the Family Educational Rights and Privacy Act, that protect the confidentiality of a student's PII, and safeguards associated with industry standards and best practices, including but not limited to, encryption, firewalls, and password protection, must be in place when data is stored or transferred.
4. A complete list of all student data elements collected by NYSED is available for public review at www.nysed.gov/data-privacy-security, and by writing to: Chief Privacy Officer, New York State Education Department, 89 Washington Avenue, Albany, NY 12234.
5. The right to have complaints about possible breaches and unauthorized disclosures of student data addressed. Complaints may be submitted to NYSED online at www.nysed.gov/data-privacy-security, 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.
6. To be notified in accordance with applicable laws and regulations if a breach or unauthorized release of their student's PII occurs.
7. 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.
8. Educational agency contracts with vendors that receive PII will address statutory and regulatory data privacy and security requirements.

¹ "Parent" means a parent, legal guardian, or person in parental relation to a student. These rights may not apply to parents of eligible students defined as a student eighteen years or older. "Eligible Student" means a student 18 years and older.

² "Personally identifiable information," as applied to student data, means personally identifiable information as defined in section 99.3 of title thirty-four of the code of federal regulations implementing the family educational rights and privacy act, section twelve hundred thirty-two-g of title twenty of the United States code, and, as applied to teacher or principal data, means "personally identifying information" as such term is used in subdivision ten of section three thousand twelve-c of this chapter.

³ Information about other state and federal laws that protect student data such as the Children's Online Privacy Protection Act, the Protection of Pupil Rights Amendment, and NY's Personal Privacy Protection Law can be found at <http://www.nysed.gov/student-data-privacy/federal-laws-protect-student-data>.

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 and Student-Generated Content provided by Educational Institution through the Service only as described in this DPA, the Terms of Use 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. 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, unless the parent or legal guardian, or the Educational Institution has provided consent for the purposes; (iii) use Student PII or Student-Generated Content to amass a profile about a Student for any commercial purposes other than providing the Service; (iv) sell Student PII or Student-Generated Content, or (v) disclose Student PII or Student-Generated Content, unless (a) permitted by law, (b) upon approval of the Educational Institution, (c) to Subprocessors, as set forth in Section 2.5, or (d) if Autodesk is compelled by law or regulations, as set forth in Section 4.11. Autodesk will not collect more PII than is reasonably necessary in order to provide the Service. 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 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.
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 or Student-Generated Content. 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.

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		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.	In the event of a verified Breach arising from Autodesk's provision of the Service, Autodesk shall notify the 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.
6	Describe how data will be transitioned to the EA when no longer needed by you to meet your contractual obligations, if applicable.	Download of Student-Generated Content is available as a self-service feature through the Service. 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. 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.
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.