

California Student Data Privacy Agreement V. 2.0 Crosswalk with Adobe Terms

Provision in CA Student Data Privacy Agreement	K-12 Education Additional Terms	Adobe General Terms	Adobe Privacy Center
[https://cdn.ymaws.com/cetpa.net/resource/resmgr/csdpav2final.pdf]	[https://www.adobe.com/go/primary-secondary-terms]	[https://www.adobe.com/legal/terms.html]	[https://www.adobe.com/privacy.html]
<p>Art. II (1) Student Data Property of LEA All Student Data transmitted to the Provider pursuant to the Service Agreement is and will continue to be the property of and under the control of the LEA. ...The Parties agree that as between them, all rights, including all intellectual property rights in and to Student Data contemplated per the Service Agreement shall remain the exclusive property of the LEA.</p>	<p>Sec. 2.1 Deployment ...Use of Enterprise or Federated IDs also ensures you retain control over the Student Services and the Student Data provided to or generated through the Services.</p> <p>Sec. 3.2 Ownership and Control As between Adobe and School, School owns all rights, title, and interest to all Student Data processed by Adobe pursuant to the Terms, and Adobe does not own, control, or license such Student Data, except so as to provide the Student Services and as otherwise described in the Terms.</p>	<p>Sec. 4.2 Ownership You retain all rights and ownership of your Content. We do not claim any ownership rights to your Content.</p>	
<p>Art. II (1) Student Data Property of LEA For the purposes of FERPA, the Provider shall be considered a School Official, under the control and direction of the LEAs as it pertains to the use of Student Data notwithstanding the above.</p>	<p>Sec. 4.1(a) FERPA Compliance If you are located in the United States, Adobe will collect and process Student Data as a "school official" with a legitimate educational interest as defined under FERPA and its implementing regulations, and we agree to abide by the limitations and requirements imposed by 34 CFR 99.33(a) on school officials.</p>		
<p>Art. II (1) Student Data Property of LEA Provider may transfer pupil-generated content to a separate account, according to the procedures set forth below.</p> <p>Art. II (3) Separate Account If pupil generated content is stored or maintained by the Provider as part of the Services..., Provider shall, at the request of the LEA, transfer said pupil generated content to a separate student account upon termination of the Service Agreement; provided, however, such transfer shall only apply to pupil generated content that is severable from the Service.</p>	<p>Sec. 3.2 Ownership and Control ...School owns all rights, title, and interest to all Student Data processed by Adobe pursuant to the Terms, ...</p> <p>Sec. 6.1 Permitted Disclosures Adobe will not sell, disclose, transfer, share, or rent any data obtained under the agreement in a manner that could identify an individual Student to any entity other than the School except...(ii) ...at the direction of, the School ...</p> <p>Sec. 5.4 Student Data Retention and Deletion Upon termination of your agreement with Adobe, Adobe will retain Student Data for a reasonable period of time to permit Students to download to and store Student Assets in a personal account.</p>		
<p>Art. II (2) Parent Access Provider shall respond in a timely manner (and no later than 45 days from the date of the request) to the LEA's request for Student Data in a pupil's records held by the Provider to view or correct as necessary.</p>	<p>Sec. 6.3 Third Party Access Requests School will establish reasonable procedures by which a parent, legal guardian, or eligible Student may request access, correction, or deletion of Student Data generated through the Student Services. Upon request by the School, Adobe will work with the School as needed to facilitate such access.</p> <p>Sec. 3.2 Ownership and Control As between Adobe and School, School owns all rights, title, and interest to all Student Data processed by Adobe pursuant to the Terms, and Adobe does not own, control, or license such Student Data, except so as to provide the Student Services and as otherwise described in the Terms.</p>		<p>GDPR/Account Data Access, Correction and Deletion Requests ...Adobe gives schools the tools they need to promptly respond to account data access, correction and deletion requests submitted to them by students or their parents. Schools are empowered to access, correct and delete accounts and stored content.</p>

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<p>Art. II (2) Parent Access In the event that a parent of a pupil or other individual contacts the Provider to review any of the Student Data accessed pursuant to the Services, the Provider shall refer the parent or individual to the LEA, who will follow the necessary and proper procedures regarding the requested information.</p>	<p>Sec. 6.3 Third Party Access Requests School will establish reasonable procedures by which a parent, legal guardian, or eligible Student may request access, correction, or deletion of Student Data generated through the Student Services. Upon request by the School, Adobe will work with the School as needed to facilitate such access.</p>		
<p>Art. II (4) Third Party Request Should a Third Party, including law enforcement and government entities, contact Provider with a request for data held by the Provider pursuant to the Services, the Provider shall redirect the Third Party to request the data directly from the LEA. Provider shall notify the LEA in advance of a compelled disclosure to a Third Party.</p>	<p>Sec. 6.3 Third Party Access Requests ...Should a third party, including law enforcement and government entities, contact Adobe with a request for Student Data, Adobe will redirect the third party to request the data directly from School, unless and to the extent that Adobe reasonably and in good faith believes that granting such access is necessary to comply with a legal obligation or legal process or to protect the rights, property, or personal safety of Adobe's users, employees, or others.</p>		
<p>Art. II (5) Subprocessors Provider shall enter into written agreements with all Subprocessors performing functions pursuant to the Service Agreement, whereby the Subprocessors agree to protect Student Data in a manner consistent with the terms of this DPA.</p>	<p>Sec. 6.2 Third-Party Service Providers You acknowledge and agree that, provided that they have a legitimate need to access such information in connection with their responsibilities in providing services to Adobe and such access is subject to contractual data protection terms, Adobe may permit its subcontractors, service providers, and agents to access Student Data.</p>		<p>Sharing Data with Third Parties In certain circumstances, Adobe may share student data with third party service providers as needed to perform services for Adobe or on Adobe's behalf. When we do this, it is subject to contractual restrictions protecting the security and confidentiality of this data, or as otherwise permitted by our agreement with the school.</p>
<p>Art. IV (1) Privacy Compliance The Provider shall comply with all applicable state and federal laws and regulations pertaining to data privacy and security, including FERPA, COPPA, PPRA, SOPIPA, AB 1584 and all other California privacy statutes.</p>	<p>Sec. 4.1 United States Both parties agree to uphold their responsibilities under laws governing Student Personal Information, including, but not limited to, state student privacy statutes and regulations, the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. § 1232(g), the Protection of Pupil Rights Amendment ("PPRA"), 20 U.S.C. § 1232, and the Children's Online Privacy Protection Act ("COPPA"), 15 U.S.C. §§ 6501-6502.</p>		

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<p>Art. IV (2) Authorized Use The data shared pursuant to the Service Agreement, including persistent unique identifiers, shall be used for no purpose other than the Services stated in the Service Agreement and/or otherwise authorized under the statutes referred to in subsection (1), above.</p>	<p>Sec. 3.2 Ownership and Control As between Adobe and School, School owns all rights, title, and interest to all Student Data processed by Adobe pursuant to the Terms, and Adobe does not own, control, or license such Student Data, except so as to provide the Student Services and as otherwise described in the Terms.</p> <p>Sec. 5.1 Permitted Uses of Student Data Adobe may use, transmit, distribute, modify, reproduce, display, and store Student Data solely for the purposes of: (i) providing the Student Services as contemplated by the Terms, and as otherwise described herein, (ii) maintaining, supporting, evaluating, analyzing, diagnosing, improving and developing Adobe's websites, services, and applications, as permitted by law, (iii) enforcing its rights under the Terms, (iv) as permitted with consent of the parent or guardian, eligible Student, or the School, and (v) as otherwise authorized by applicable law.</p>		
<p>Art. IV (2) Authorized Use Provider also acknowledges and agrees that it shall not make any re-disclosure of any Student Data or any portion thereof, including without limitation, meta data, user content or other non-public information and/or personally identifiable information contained in the Student Data, without the express written consent of the LEA.</p>	<p>Sec. 6.1 Permitted Disclosures Adobe will not sell, disclose, transfer, share, or rent any data obtained under the agreement in a manner that could identify an individual Student to any entity other than the School except: (i) to the extent set forth in the agreement, or (ii) with the consent, or at the direction of, the School, a Student's parent or legal guardian, or a Student who is over the legal age of consent.</p>		
<p>Art. IV (3) Employee Obligation Provider shall require all employees and agents who have access to Student Data to comply with all applicable provisions of this DPA with respect to the data shared under the Service Agreement.</p>	<p>Sec. 7.2 Adobe Obligations Adobe has ... provided data privacy and security training to employees who have access to Student Data or who operate or have access to relevant system controls.</p> <p>Sec. 4.1 United States Both parties agree to uphold their responsibilities under laws governing Student Personal Information, including, but not limited to, state student privacy statutes and regulations, the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. § 1232(g), the Protection of Pupil Rights Amendment ("PPRA"), 20 U.S.C. § 1232, and the Children's Online Privacy Protection Act ("COPPA"), 15 U.S.C. §§ 6501-6502.</p>		

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<p>Art. IV (4) No Disclosure De-identified information may be used by the Provider for the purposes of development, research, and improvement of educational sites, services, or applications, as any other member of the public or party would be able to use de-identified data pursuant to 34 CFR 99.31(b). Provider agrees not to attempt to re-identify de-identified Student Data and not to transfer de-identified Student Data to any party unless (a) that party agrees in writing not to attempt re-identification, and (b) prior written notice has been given to LEA who has provided prior written consent for such transfer.</p>	<p>Sec. 5.2 Use of De-Identified Data Notwithstanding anything to the contrary herein, you agree that Adobe may use de-identified data, including Student Data from which all direct and indirect identifiers have been removed such that there is no reasonable basis to believe the information can be used to identify an individual, as well as data relating to access and use of the Student Services, for any lawful purpose, including, but not limited to, the development, research, and improvement of educational sites, services, or applications, and to demonstrate the effectiveness of the Student Services. Unless permitted or required by law, Adobe agrees not to attempt to re-identify any such data and will not disclose it to any third party unless the recipient agrees in writing not to attempt to re-identify the information.</p> <p>Sec. 6.2 Third-Party Service Providers You acknowledge and agree that, provided that they have a legitimate need to access such information in connection with their responsibilities in providing services to Adobe and such access is subject to contractual data protection terms, Adobe may permit its subcontractors, service providers, and agents to access Student Data.</p>		<p>Sharing Data with Third Parties In certain circumstances, Adobe may share student data with third party service providers as needed to perform services for Adobe or on Adobe's behalf. When we do this, it is subject to contractual restrictions protecting the security and confidentiality of this data, or as otherwise permitted by our agreement with the school.</p>
<p>Art. IV (4) No Disclosure Provider shall not copy, reproduce or transmit any data obtained under the Service Agreement and/or any portion thereof, except as necessary to fulfill the Service Agreement.</p>	<p>Sec. 5.1 Permitted Uses of Student Data Adobe may ... transmit, distribute, ... reproduce, ... Student Data solely for the purposes of: (i) providing the Student Services as contemplated by the Terms, and as otherwise described herein, (ii) maintaining supporting, evaluating, analyzing, diagnosing, improving and developing Adobe's websites, services, and applications, as permitted by law, (iii) enforcing its rights under the Terms, (iv) as permitted with consent of the parent or guardian, eligible Student, or the School, and (v) as otherwise authorized by applicable law.</p>		

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<p>Art. IV (5) Disposition of Data Upon written request and in accordance with the applicable terms in subsection a or b, below, Provider shall dispose or delete all Student Data obtained under the Service Agreement when it is no longer needed for the purpose for which it was obtained. Disposition shall include (1) the shredding of any hard copies of any Student Data; (2) Erasing; or (3) Otherwise modifying personal information in those records to make it unreadable or indecipherable by human or digital means. Nothing in the Service Agreement authorizes Provider to maintain Student Data obtained under the Service Agreement beyond the time period reasonably needed to complete disposition. Provider shall provide written notification to LEA when the Student Data has been disposed. ...Upon receipt of a request from the LEA, the Provider will immediately provide the LEA with any specified portion of the Student Data within ten (10) calendar days of receipt of said request.</p>	<p>Sec. 5.4 Student Data Retention and Deletion ...It is your responsibility to delete or remove Student Data from the School Service when it is no longer needed for an educational purpose. Upon termination of your agreement with Adobe, Adobe will retain Student Data for a reasonable period of time to permit Students to download to and store Student Assets in a personal account. It will be the responsibility of the School to delete any remaining Student Data upon termination of the agreement. If the School fails to delete Student Data, Adobe will dispose of or delete Student Data when it is no longer needed for the purpose for which it was obtained. Adobe has no obligation to delete de-identified data or Student Assets that have been transferred to a Student's personal account.</p>		
<p>Art. IV (6) Advertising Prohibition Provider is prohibited from using or selling Student Data to (a) market or advertise to students or families/guardians; (b) inform, influence, or enable marketing, advertising, or other commercial efforts by a Provider; (c) develop a profile of a student, family member/guardian or group, for any commercial purpose other than providing the Service to LEA; or (d) use the Student Data for the development of commercial products or services, other than as necessary to provide the Service to LEA.</p>	<p>Sec. 5.3 Marketing and Advertising Adobe is prohibited from using Student Data to: (i) inform or direct targeted online advertising to Students or to a parent or guardian unless with the consent of the parent or guardian, (ii) amass a profile of a Student, and (iii) for any other commercial purpose unless authorized by School or by the parent or guardian, or as permitted by applicable law.</p>		
<p>Art. V (1) Data Security The Provider agrees to abide by and maintain adequate data security measures, consistent with industry standards and technology best practices, to protect Student Data from unauthorized disclosure or acquisition by an unauthorized person. The general security duties of Provider are set forth below. [Section includes specific security requirements related to (a) passwords and employee access; (b) destruction of data; (c) security protocols; (d) employee training; (e) security technology; (f) security coordinator; (g) subprocessors; and (h) periodic risk assessment.]</p>	<p>Sec. 7.2 Adobe Obligations Adobe has implemented reasonable administrative, technical, and physical security controls to protect Student Data and has provided data privacy and security training to employees who have access to Student Data or who operate or have access to relevant system controls. ...</p>		<p>Security Links to www.adobe.com/security.html which provides detailed information regarding measures Adobe takes to ensure adequate security.</p>

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<p>Art. V (2) Data Breach In the event that Student Data is accessed or obtained by an unauthorized individual, Provider shall provide notification to LEA within a reasonable amount of time of the incident, and not exceeding forty-eight (48) hours. [Lists specific requirements, including (a) presentation of written breach notification; (b) information to be included in breach notification; (c) additional information that may be included at LEA's discretion; (d) Provider agrees to adhere to federal and state laws regarding breach notification; (e) Provider must maintain a WISP and share same with LEA upon request; (f) Provider may not contact student or parent regarding breach unless requested to do so by LEA and Provider may be requested to reimburse LEA for cost of notifying parents; and (g) Provider must cooperate with LEA in event of brach originating from LEA's use of Service.</p>	<p>Sec. 7.2 Adobe Obligations ...In the event that we determine any Student Personal Information that we have collected or received through the Student Services was acquired by an unauthorized party (a "Security Event"), we will promptly notify the School and shall reasonably cooperate with the School's investigation of the Security Event. To the extent the School determines that a Security Event affects its Student's Personal Information in a manner that triggers third party notice requirements under applicable laws, the School shall be responsible for sending such notices, unless otherwise agreed in writing between Adobe and the School. Except as otherwise required by law, Adobe will not provide notice of the Security Event directly to individuals whose personal information was affected, to regulatory agencies, or to other entities, without first providing written notice to School.</p>		
<p>Art. VII (7) 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.</p>		<p>Sec. 19.6 Severability: If any provision of these General Terms or any Additional Terms is held invalid or unenforceable for any reason, the General Terms and any Additional Terms will continue in full force and effect.</p>	
<p>Art. VII (8) Governing Law; Venue and Jurisdiction THIS DPA WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE IN WHICH THIS AGREEMENT IS EXECUTED, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES. EACH PARTY CONSENTS AND SUBMITS TO THE SOLE AND EXCLUSIVE JURISDICTION TO THE STATE AND FEDERAL COURTS FOR THE COUNTY IN WHICH THIS AGREEMENT IS FORMED FOR ANY DISPUTE ARISING OUT OF RELATING TO THIS SERVICE AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.</p>	<p>Sec. 8 Governing Law: If your School is a U.S. public and accredited K-12 (primary and secondary) educational institution then, despite any conflicting language in the General Terms, the Terms are governed by the laws of the state in which your School is domiciled, except that body of law concerning conflicts of law.</p>		

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<p>Art. VII (4) Priority of Agreements This DPA shall govern the treatment of student data in order to comply with privacy protections, including those found in FERPA and all applicable privacy statutes identified in this DPA. IN the event there is conflict between the DPA and the Service Agreement, the DPA shall apply and take precedence. Except as described in this paragraph herein, all other provisions of the Service Agreement shall remain in effect.</p>	<p>Preamble: To the extent that the provisions in these Additional Terms conflict with the General Terms or the Adobe Privacy Policy (located at https://www.adobe.com/privacy/policy.html), these Additional Terms will govern.</p>	<p>Sec. 1.2 Additional Terms: ...If there is any conflict between the terms in the General Terms and the Additional Terms, then the Additional Terms govern in relation to that Service or Software.</p>	

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