



CANVAS LEARNING MANAGEMENT SYSTEM, CANVAS COMMONS, CANVAS STUDIO, & INTELLIGENT INSIGHTS

INSTRUCTURE, INC. DATA SHARING AGREEMENT

WHEREAS, the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. 1232g and its implementing regulations codified at 34 C.F.R 99.1 et seq. make personally identifiable student information in education records confidential and, subject to certain exceptions, prohibits the disclosure of such information to third parties,

WHEREAS, FERPA and its implementing regulations allow for an educational agency or institution to share personally identifiable student-level data with contractors performing work on their behalf,

WHEREAS, La R.S. 17:3914 allows for Local Educational Agencies to contract with a private entity for student and other educational services and release personally identifiable information pursuant to the terms of the Contract,

WHEREAS, the Louisiana Department of Education (hereinafter referred to as "State") and SHI International Corp (hereinafter referred to as "Contractor") have entered into a contractual arrangement, pursuant to which the Contractor will provide services to State and Local Educational Agencies (LEAs). The Contractor has requested that Instructure, Inc. ("Sub-Contractor") process Student Data, as defined in Section 3 below, provided by the State and/or LEAs for the purposes of the Sub-Contractor providing Canvas Learning Management System (LMS), Canvas Commons, Canvas Studio and Intelligent Insights subscription services (the "Services") to the Contractor.

WHEREFORE, the State and Sub-Contractor do enter into this data sharing agreement (the "Agreement") subject to the terms and conditions as specified herein.

1. Local Educational Agencies Stipulation

The Sub-Contractor acknowledges that local educational agencies (LEAs) in Louisiana submit Student Data directly to the Sub-Contractor when using the Services. The Sub-Contractor hereby agrees, to be bound, vis-à-vis any and all such Louisiana LEAs that unilaterally sign an addendum to this Agreement, by all of the provisions of this Agreement with respect to any Student Data provided directly to the Sub-Contractor by such Louisiana LEAs.

2. Purpose of the Disclosure

The Sub-Contractor agrees to collect and use any Student Data disclosed to it pursuant to this Agreement solely for the purposes of providing the Services. The purpose of student data disclosure is to equip educators and administrators with insights for tailoring instruction, tracking progress, and supporting

targeted interventions that enhance educational outcomes, foster family engagement, and create a consistent learning environment that aligns K-12 experiences with higher education platforms. Additionally, non-personally identifiable student level and aggregate data may be used by the Sub-contractor and shared with the State for the following purposes: to improve the product, to demonstrate the effectiveness, development, or improvement of the product, and for research and product evaluation.

3. Data

This Agreement covers student level data described in Exhibit A that is provided to the Sub-Contractor by the LEAs in connection with the Services (“Student Data”). LEAs, opting to utilize the Services, will provide the Sub-Contractor with the student level data described in Exhibit A, which is attached hereto and incorporated by reference, solely for the purposes provided above. It is the responsibility of the LEAs to ensure they have parental permission per R. S. 17:3914 to share the Student Data.

The State will not have access to student personally identifiable information provided by LEAs.

Non-personally identifiable student-level and aggregate data may be used by the Contractor and shared with the State for the following purposes: to improve the product, to demonstrate the effectiveness, development, or improvement of the product, and for research.

The State and LEAs reserve the right to withhold any of the foregoing data if determined, in their sole discretion, that disclosure of such data would violate any provision of state or federal law.

4. Confidentiality

This Agreement is entered into by Sub-Contractor and the State in accordance with the provisions of the Family Educational Rights and Privacy Act, 20 U.S.C. Section 1232(g), et seq., (FERPA) and La. R.S. 17:3914. The Sub-Contractor hereby acknowledges that all documents which include information contained in or derived from a student’s education records are deemed confidential pursuant to FERPA and La. R.S. 17:3914 and therefore will not be disclosed by Sub-Contractor to any third party other than third party suppliers engaged by the Sub-Contractor for the purposes of providing the Services (“Permitted Third Parties”). Sub-Contractor will enter into written agreements with Permitted Third Parties containing obligations of confidentiality that are no less stringent than those set out in this Agreement.

Sub-Contractor shall retain the original version of the Student Data at a single location and shall not make a copy or extract of the data available to anyone except personnel who have a need for the data to perform the Services referenced in this Agreement. Sub-Contractor shall maintain the data in hard copy or electronic form, in an area that has limited access only to Sub-Contractor’s authorized personnel and Permitted Third Parties (Instructure’s current Third Party Processing Guide is available at: <https://community.canvaslms.com/t5/Privacy-Articles/Instructure-s-Third-Party-Processing-Guide/tap/606339>). Sub-Contractor shall not permit removal of the data from its network and system except as permitted in this Agreement. Sub-Contractor will ensure that access to the Student Data maintained on its computer files or databases is controlled by password protection. Sub-Contractor shall establish procedures to ensure that the Student Data cannot be extracted from a computer file or database by unauthorized individuals. Sub-Contractor shall maintain all printouts, discs, or other physical products containing Student Data in locked cabinets, file drawers, or other secure locations when not in use. Sub-Contractor shall, following 90 days after the termination of the contract between Contractor and Sub-Contractor in relation to the Services, destroy the data uploaded to the Services, including all copies, whether in electronic or hard copy form.

5. Restrictions on Use

The Sub-Contractor shall not use the Student Data for any purpose not expressly permitted in this Agreement. Other than for the purposes of providing the Services or as set out in this Agreement, Sub-Contractor cannot disclose any document, whether in hard copy or electronic form, or otherwise disclose to any third party any Student Data in any form whatsoever or under any circumstances which would directly or indirectly make a student's identity traceable.

6. Indemnification

Sub-Contractor shall defend, indemnify and hold harmless the State, any LEA and any and all of the State's or LEA's directors, officers, officials, employees, agents, contractors and representatives against and from any and all costs, expenses, damages, injury or loss, including reasonable attorney's fees, to which they or any of them may be subject from any third party claims arising out of a breach of Sub-Contractor's obligations under this Agreement related to the collection, transfer, keeping or securing of Student Data, except to the extent that they are due to the fault or negligence of the State, an LEA or the Contractor.

To the extent permitted by applicable Laws, all remedies of the State or any LEA (including all directors, officers, officials, employees, agents, contractors and representatives thereof) arising from or related to this Agreement will be subject to the aggregate limitation of liability that applies in the terms and conditions executed between the State and the Sub-Contractor as of June 6, 2024.

Provided further that no claim or demand shall be made against the Sub-Contractor (whether by the State, LEA, Contractor or any parties related thereto) more than once in relation to the same situation, fact, event or loss, whether under this Agreement, or any other contractual arrangement relating to the Services (including the contractual arrangements between Contractor and Sub-Contractor).

7. Ownership

Any Student Data delivered or transmitted to the Sub-Contractor by the State and/or obtained by Sub-Contractor for the State pursuant to this Agreement shall become the property of the State, and shall, upon request, be provided or returned by Sub-Contractor to the State.

Any Student Data delivered or transmitted to the Sub-Contractor by an LEA and/or obtained by Sub-Contractor for an LEA pursuant to this Agreement shall become the property of the LEA, and shall, upon request, be provided or returned by Sub-Contractor to the LEA.

8. Security Audits

Pursuant to in La. R.S. 17:3914, no more than one annually, or as required by applicable law, the Sub-Contractor shall permit security audit checks pertaining to Sub-Contractor's security and usage of Student Data. Sub-Contractor shall cooperate with all security audits. Access shall be made available at all reasonable times on working days during working hours at Sub-Contractor's business premises to Sub-Contractor's employees, together with its documentation about its security program. No person or entity will access personally identifiable information except as authorized by law.

9. Security Breach

As used in this Agreement "Security Breach" means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Student Data transmitted, stored, or otherwise processed by the Sub-Contractor.

Sub-Contractor shall take commercially reasonable steps and best efforts, in accordance with industry standards, to prevent a Security Breach. Sub-Contractor shall also take commercially reasonable steps, in accordance with industry standards, to promptly remedy any Security Breach and prevent any further Security Breach at Sub-Contractor's expense in accordance with standard industry practices and applicable law.

Sub-Contractor shall: (i) provide the State and LEA with the name and contact information for an employee of Sub-Contractor who shall serve as the State's and LEA's primary security contact and shall be available to assist State twenty-four (24) hours per day, seven (7) days per week as a contact in resolving issues and fulfilling obligations associated with a Security Breach; (ii) promptly notify the State and the applicable LEA via email, SMS text, or a phone call to the State and applicable LEA contacts which have been provided to the Sub-Contractor once the Sub-Contractor becomes aware of a Security Breach.

Immediately following Sub-Contractor's notification to the State and LEA of a Security Breach, Sub-Contractor, the State, and the LEA shall coordinate with each other to investigate the Security Breach. Sub-Contractor agrees to fully cooperate with State and LEA in their handling of the matter, including, without limitation: (i) assisting with any investigation; (ii) providing physical access to the facilities and operations affected; (iii) facilitating interviews with Sub-Contractor's employees and others involved in the matter; and (iv) making available all relevant records, logs, files, data reporting and other materials required to comply with applicable law or industry standards and as otherwise required by the State and LEA and (v) providing any notices to persons or organizations affected by the Security Breach as required by law and as required by the State or LEA.

10. Term of Agreement

This Agreement shall begin on January 1, 2025 and shall terminate on June 30, 2026. The effective date of this Agreement may be extended only if an amendment to that effect is duly executed by the parties and approved by the necessary authorities prior to said termination date. If either party informs the other that an extension of this Agreement is deemed necessary, an amendment may be prepared by one party for appropriate action by the other party.

11. Termination for Convenience

The State may terminate this Agreement at any time by giving Sub-Contractor and all LEAs written notice of such termination.

12. Assignment of Contract

Sub-Contractor shall not assign any interest in this Agreement by assignment, transfer, or novation, without prior written consent of the State. Nothing in this provision shall preclude the Sub-Contractor from subcontracting with third parties to perform work contemplated herein; however, the Sub-Contractor is responsible for ensuring that any such subcontractor(s) adhere to, and agree to be bound by, provisions of confidentiality, privacy and security of Student Data at least as stringent as those set out in this Agreement.

13. Jurisdiction, Venue and Governing Law

Exclusive jurisdiction and venue for any and all suits between the State and Sub-Contractor arising out of, or related to, this Agreement shall be filed and adjudicated in the 19th Judicial District Court, Parish of East Baton Rouge, State of Louisiana.

Exclusive jurisdiction and venue for any and all suits between the LEA and Sub-Contractor arising out of, or related to, this Agreement shall be filed and adjudicated in the appropriate Louisiana State District Court, in the Parish in which the LEA is domiciled.

Exclusive jurisdiction and venue for any and all suits among the Sub-Contractor, the State, and one or more LEAs arising out of, or related to, this Agreement shall be filed and adjudicated in the 19th Judicial District Court, Parish of East Baton Rouge, State of Louisiana.

The laws of the State of Louisiana, without regard to Louisiana law on conflicts of law, shall govern this Agreement.

14. Survival

Sub-Contractor's obligation under Clauses 2, 4, 5, 6, 7, and 13 shall survive expiration and/or termination of this Agreement for so long as Sub-Contractor holds Student data in its systems. Sub-Contractor's obligations under Clauses 8 and 9 shall survive expiration and/or termination of this Agreement until Sub-Contractor has fully complied with its obligation to destroy Student Data as set forth herein.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date indicated below.

DocuSigned by:



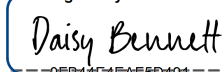
662C8EFAEBB74C3...
Dr. Cade Brumley
State Superintendent of Education

DS

3/10/2025

KB

Signed by:



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Sub-Contractor: Instructure, Inc.
Name: Daisy Bennett
Title: AGC & DPO

Exhibit A – Student Data

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|---|--|
| Canvas Learning Management System (including mobile apps) | <p>Application username/ID & hashed password</p> <p>Assessment results (results e.g., grades, of individual assessments assignments, exams)</p> <p>Avatar URL (if enabled by the Customer, e.g., URL of Avatar image)</p> <p>Browser locale (e.g., en, browser language setting)</p> <p>Calendar events (e.g., event location)</p> <p>Comments (e.g., discussions, media comments, submissions)</p> <p>Country (e.g., CAN)</p> <p>Course content (e.g., Lesson #4, Syllabus)</p> <p>Course results (e.g., B+)</p> <p>Email address (e.g., John.Doe@awesomeu)</p> <p>Enrollment status (end-users association with a specific course or section, e.g., Student or Teacher)</p> <p>First and last name</p> <p>IP Address (e.g., 127.0.0.1)</p> <p>Locale (The end-user's locale. This is an optional field and may not be entered by the end-user, e.g., en - language selection)</p> <p>Messages (e.g., notifications and course conversations)</p> <p>Media content created by the user (e.g., images, voice recording, comments)</p> <p>Phone number (if enabled by the customer, for SMS messages)</p> <p>Pronouns (if enabled by the customer, preferred pronouns selected by the end-user, e.g., she/her)</p> <p>Session ID</p> <p>School Name</p> <p>School Position (e.g., Student)</p> <p>Short name (selected by the end-user, e.g., Sam)</p> <p>Student Information System (SIS) Identification Number</p> <p>SIS source ID (ID for the correlated record in the SIS if a SIS integration has been configured)</p> <p>Submitted content (e.g., research paper, assignments)</p> <p>Turnitin ID (unique identifier used by Turnitin)</p> <p>Webconference data (participant ID, participant comments, user ID. If enabled by the Customer)</p> |
| Canvas Commons | <p>Canvas LMS user ID/username & hashed password</p> <p>Email address (e.g., John.Doe@awesomeu)</p> <p>First and last name</p> <p>IP Address (e.g., 127.0.0.1)</p> <p>Messages/comments related to the learning object</p> |
| Canvas Studio | <p>Application username/ID & hashed password</p> <p>Canvas LMS user ID</p> <p>Email address (e.g., John.Doe@awesomeu)</p> <p>First and last name</p> <p>IP Address (e.g., 127.0.0.1)</p> <p>Messages related to video content</p> <p>Video or media content created by the end-user (e.g., images, voice recording, comments)</p> |
| Intelligent Insights | <p>All data sets from the Data Access Platform (described at https://api-gateway.instructure.com/doc/)</p> <p>LTI usage data of end-users</p> |

