



Contract # CW2244491

Digital Marketing Assets

1. PARTIES

This Contract is made and entered into by and between the University of Washington (University, UW) and Canva (Service Provider, Supplier).

2. RECITAL

Whereas, the University of Washington has determined that entering into this contract will meet the needs of the University and would be in its best interest;

Now therefore, the University hereby enters into this contract with above named Service Provider to provide goods and services to the University in accordance with the terms and conditions stated herein.

In the event of conflict between the terms and conditions referenced in this Contract and other documents referenced herein, the following priorities shall apply:

- 1) Applicable Federal and State of Washington statutes and regulations.
- 2) Terms and Conditions of this Contract
- 3) University General Terms and Conditions, incorporated by reference
- 4) Terms and Conditions of RFP Doc3460753317 incorporated by reference
- 5) Supplier response to RFP Doc3460753317, including all correspondence regarding the proposals and follow up questions.

3. SCOPE OF WORK/SPECIFICATIONS

Scope of work/specifications as outlined in RFP Doc3460753317, and the supplier's proposal. Attachments:

- RFP Doc3460753317
- Supplier's Proposal
- University of Washington riders: IT Accessibility, IT Security Terms, University of Washington General Terms and Conditions.

It is agreed upon and understood that the responses in Addendum 1 supersede the original RFQ with regards to the sections and items addressed in the addenda.

4. PERIOD OF SERVICE

Contract term shall commence on August 18, 2022, or date of signature of this contract, whichever is later and continue for a period of five (05) years, with optional renewal period of two (02) year increments.

5. PAYMENT CLAUSE

The UW shall not process invoices for payment, and the period of computation for cash discount will not commence, until the UW receives a properly completed invoice or receives and accepts invoiced items, whichever is later. If an adjustment in payment is necessary due to damage or dispute, the cash discount period shall commence on the date final approval for payment is authorized. If Purchaser fails to make a timely

payment, vendor may invoice for a minimum of \$1 or maximum of 1% per month on the amount overdue (RCW 39.76.011). Payment shall not be considered late if payment and/or an electronic transmittal notice has been made or issued within the time specified, or, if no terms are specified, within 30 days from date of receipt of a properly completed invoice or goods, whichever is later. The UW shall not honor drafts nor accept goods on a sight draft basis.

Subject to all other payment terms, payment shall be made by the University to the Service Provider on the following basis: Net 30 Days. The University utilizes a Bank of America ePayables payment method for purchase order transactions. Service Provider will be expected to accept payment via this method or the payment selected by Service Provider in The University's Arbia software system. More information about the ePayables process can be found at <http://f2.washington.edu/fm/ps/epayables>.

6. INSURANCE

The SERVICE PROVIDER shall provide insurance coverage as required by the UW. The intent of the required insurance is to protect the state should there be any claims, suits, actions, costs, damages or expenses arising from any negligent or intentional act or omission of the SERVICE PROVIDER or subcontractor, or agents of either, while performing under the terms of this contract. The SERVICE PROVIDER shall provide insurance coverage, and furnish a copy of Insurance Certificate and the applicable Additional Insured language, and which shall be maintained in full force and effect during the term of this contract, in the amount(s) stated below:

Coverage	Limits
Commercial General Liability Insurance	• \$1,000,000 per occurrence • \$2,000,000 aggregate • \$100,000 fire legal Liability
Automobile Liability Insurance	If services delivered pursuant to this contract involve the use of vehicles, either owned, unowned or hired by the SERVICE PROVIDER, automobile liability insurance shall be required. The minimum limit for automobile liability is \$1,000,000 per occurrence, and owned, unowned and hired vehicles should be covered. A Combined Single Limit for bodily injury and property damage is acceptable.
Professional Liability/Errors and Omissions Insurance	In the event that services delivered pursuant to this Contract, either directly or indirectly, involve or require providing professional services, Professional Liability/Errors and Omissions Insurance shall be required instead of Commercial General Liability insurance. The SERVICE PROVIDER shall maintain minimum limits of no less than \$2,000,000 per occurrence and \$3,000,000 aggregate.
Foreign Liability Insurance	TBD if applicable.

7. NOTICES

Any notice or demand or other communication required or permitted, unless otherwise stated herein, to be given under this Contract or applicable law shall be effective only if it is in writing and properly addressed, and delivered in person, or sent by facsimile transmission, electronically via email, or by a recognized courier service, or by mail to the parties at the addresses or phone numbers provided in this section.

Service Provider	University of Washington
NAME:	NAME: Alyssa Campbell
TITLE:	TITLE: Fil Specialist/Brand Management
ADDRESS: 200 E. 6 th Street, Suite 200, Austin, Texas 78701	ADDRESS: UW Tower Box 359504, Seattle, WA 98195
EMAIL:	EMAIL: alyssaca@uw.edu

8. PUBLIC DISCLOSURE / PROPRIETARY INFORMATION

UW is subject to RCW 42.56 (Public Records Act). All information submitted as part of each response shall become part of the Contract. Virtually all documents submitted as part of this process are considered part of the public record and thus available for any party's review upon request. All materials submitted in response to this solicitation, or during the life of the Contract, becomes the property of the University. Selection or rejection of a proposal does not affect that right. The Bidder's proposals before a contract is signed. This will ensure fair competition without undue advantage to any vendor leading to private gain and public loss.

Any document(s) or information which the vendor believes is exempt from public disclosure shall be clearly identified in a separate section in their response labeled "Proprietary Data" along with a statement of the basis for any such a claim of exemption.

The UW's sole responsibility shall be limited to maintaining the above data in a secure area and to notify vendors of any request(s) for disclosure within a period of five (5) years from the date of award. Vendors' failure to so label such materials or failure to provide a timely response after notice of request for public disclosure has been given, shall be deemed a waiver by the vendor of any claim that such materials are, in fact, exempt. Confidentiality is available only to the limited extent allowed under state law. Competitively bid

9. CONTRACT FOR CONVENIENCE

Nothing in this Contract will be construed to prevent the University from entering into similar contracts with any third parties, including, without limitation, competing Service Providers. This contract is a contract for convenience.

10. ENTIRE AGREEMENT

This Contract sets forth the entire agreement between the parties hereto with respect to the subject matter hereto, and understanding, agreements, representations, or warranties not contained in this Contract, referenced herein or a written amendment hereto shall not be binding on either party. Except as provided herein, no alteration of any of the terms, conditions, pricing, quality or specifications of this Contract will be effective without the written consent of both parties.

11. AUTHORITY TO BIND

The signatories of this Agreement represent that they have the authority to bind their respective organizations to this Agreement.

12. SIGNATURE

In Witness Whereof, the parties hereto, having read this Contract in its entirety, including all attachments, do agree in each and every particular and have thus set their hands hereunto.

Approved University of Washington	Approved Service Provider
SIGNATURE:  DocuSigned by: Lynn Magill 1E8BC48E52D9450...	SIGNATURE:  DocuSigned by: Jason Wilmot 8361BAECB1E147B...
PRINT NAME: Lynn Magill	PRINT NAME: Jason Wilmot
TITLE: Senior Contract Manager	TITLE: Head of Education
DATE: October 26, 2022	DATE: October 27, 2022

10 August 2022

To Whom It May Concern,

Insurance Confirmation of Cover

What you have told us

The following information has been used as the basis for your application for this contract of insurance. Please review the information and advise Knightcorp Insurance Brokers immediately if any of the details are incorrect or incomplete in accordance with your duty of disclosure.

Policy:	Public & Products Liability Insurance	
Insured:	Canva Inc and all subsidiaries	
Insurers:	HDI Global Insurance Company	
Policy Numbers:	GLMD5855000	
Period of Insurance:	30/06/2022 at 4pm to 31/05/2023 at 4pm Local Standard Time	
Limit of Liability:	General Aggregate Limit:	USD2,000,000 any one person or organisation
	Products-Completed Operations Aggregate Limit:	USD2,000,000 any one person or organisation
	Personal and Advertising Injury Limit:	USD2,000,000 any one person or organisation
	Each Occurrence Limit:	USD2,000,000 any one person or organisation
	Rented to you Limit:	USD1,000,000 any one premises
	Medical Expense Limit:	USD50,000 any one person

Subject at all times to the terms, conditions, definitions, exclusions & endorsements of the policy.

This confirmation of cover provides a summary of the policy cover and is current on the date of issue. It is not intended to amend, extend, replace or override the policy terms and conditions contained in the actual policy document or assume continuity of the policy beyond the expiry date noted above. This confirmation of cover is issued as a matter of information only and confers no rights upon the confirmation holder. We accept no responsibility whatsoever for any inadvertent or negligent act, error or omission on our part in preparing these statements or in transmitting this confirmation by email or for any loss, damage or expense thereby occasioned to any recipient of this document.

We will not provide any updates in relation to the policy to any third party unless we specifically agree to do so in writing with that third party.



Andy Dyson
Senior Account Manager | Corporate



10 August 2022

To Whom It May Concern,

Insurance Confirmation of Cover

What you have told us

The following information has been used as the basis for your application for this contract of insurance. Please review the information and advise Knightcorp Insurance Brokers immediately if any of the details are incorrect or incomplete in accordance with your duty of disclosure.

Policy:	Professional Indemnity & Cyber Liability Insurance
Insured:	Canva Inc and all subsidiaries
Insurer:	Berkshire Hathaway – National Fire & Marine Insurance Company
Policy Number:	42-DPP-322846-01
Period of Insurance:	30/06/2022 at 4pm to 31/05/2023 at 4pm Local Standard Time
Aggregate Limit of Liability:	USD5,000,000

Subject at all times to the terms, conditions, definitions, exclusions & endorsements of the policy.

This confirmation of cover provides a summary of the policy cover and is current on the date of issue. It is not intended to amend, extend, replace or override the policy terms and conditions contained in the actual policy document or assume continuity of the policy beyond the expiry date noted above. This confirmation of cover is issued as a matter of information only and confers no rights upon the confirmation holder. We accept no responsibility whatsoever for any inadvertent or negligent act, error or omission on our part in preparing these statements or in transmitting this confirmation by email or for any loss, damage or expense thereby occasioned to any recipient of this document.

We will not provide any updates in relation to the policy to any third party unless we specifically agree to do so in writing with that third party.



Andy Dyson
Senior Account Manager | Corporate



The insurance afforded herein for any subsidiary not named in this Coverage Part as a named insured does not apply to injury or damage with respect to which such insured is also a named insured under another policy or would be a named insured under such policy but for its termination or the exhaustion of its limits of insurance.

3. Newly Acquired Or Formed Organization

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
- b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

4. Nonowned Watercraft

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

5. Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The following person(s) or organization(s) are an additional insured when you have agreed, in a written contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement.

A person or organization is an additional insured under this provision only for that period of time required by the contract or agreement.

However, no such person or organization is an insured under this provision if such person or organization is included as an insured by an endorsement issued by us and made a part of this Coverage Part.

a. Vendors

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

- (1) The insurance afforded the vendor is subject to the following additional exclusions:

This insurance does not apply to:

- (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (b) Any express warranty unauthorized by you;
- (c) Any physical or chemical change in the product made intentionally by the vendor;
- (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
- (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

(h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(i) The exceptions contained in Sub-paragraphs (d) or (f); or

(ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

b. Lessors Of Equipment

(1) Any person(s) or organization(s) from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

(2) With respect to the insurance afforded to these additional insureds this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

c. Lessors Of Land Or Premises

Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.

With respect to the insurance afforded these additional insureds the following additional exclusions apply:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to lease that land; or
2. Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

d. Architects, Engineers Or Surveyors

Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or

omissions of those acting on your behalf:

(1) In connection with your premises; or

(2) In the performance of your ongoing operations performed by you or on your behalf.

With respect to the insurance afforded these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:

1. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
2. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional services by or for you.

e. Permits Issued By State Or Political Subdivisions

Any state or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

With respect to the insurance afforded these additional insureds, this insurance does not apply to:

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
- (2) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

f. Any Other Party

Any other person or organization who is not an additional insured under Paragraphs a. through e. above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- (1) In the performance of your ongoing operations;

- (2) In connection with your premises owned by or rented to you; or
- (3) In connection with "your work" and included within the "products-completed operations hazard", but only if
- (a) The written contract or agreement requires you to provide such coverage to such additional insured; and
- (b) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

However:

- (1) The insurance afforded to such additional insured only applies to the extent permitted by law; and
- (2) If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- (2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional services by or for you.

The limits of insurance that apply to additional insureds is described in Section III - Limits Of Insurance.

How this insurance applies when other insurance is available to the additional insured is described in the Other Insurance Condition in Section IV - Commercial General Liability Conditions.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

