

June 4, 2021

Cospaces
Christoph-Rapparini-Bogen 25
80639 Munich Germany



Re: Illinois Student Online Personal Protection Act (105 ILCS 85) student data privacy requirements for educational technology software used in Illinois schools.

Dear To whom it may concern,

Illinois State University ("ISU"), a public Illinois university, is a body corporate and politic of the State of Illinois. ISU includes two laboratory schools: Thomas Metcalf School (Grades: PreK – 8) and University High School (Grades 9-12) ("University Laboratory Schools"). The University Laboratory Schools are using the software, Cospaces, as part of instructional activities and would like to continue to do so. There is a new Illinois law, named the Student Online Personal Protection Act, 105 ILCS 85, ("SOPPA"), that establishes new student data privacy requirements for providers (or operators) of educational technology. Information and resources about SOPPA are available from multiple sources including the Illinois Student Privacy Alliance (www.sdpc.a4l.org) and the Learning Technology Center of Illinois (<https://ltechillinois.org/services/dataprivacy/>). In addition, a copy of the law can be accessed on the Illinois legislature [website](#).

The purpose of this letter is to update and modify the terms/conditions and privacy policy for the software consistent with the requirements of SOPPA and other Illinois law. The University, as a public Illinois university, is also subject to the Illinois Procurement Code requirements, which require vendors to make certain required certifications.

The revised provisions of SOPPA become effective July 1, 2021. The primary requirements for vendors/operators include:

- Prohibitions against vendor/operators to use student data to engage in targeted advertising on behalf of the vendor/operator, against amassing student data profiles for commercial purposes, selling/renting student data, or disclosing student data to third-parties for purposes unrelated to the contract.
- Vendor/operator must maintain reasonable security procedures/practices appropriate to the nature of any data retained or collected by the vendor/operator, including appropriate procedures to respond in the event of a breach of security such as a 30-day notice obligation.
- A requirement that vendor/operators comply with federal and state student privacy protections, including the Family Educational Rights and Privacy Act (20 USC 1232g) and the Illinois School Student Records Act (105 ILCS 110).
- Appropriate procedures to return or delete student data.

ISU proposes to modify the software terms and conditions (attached at Attachment 1) to include an addendum incorporating SOPPA, Illinois Procurement Code, and ISU requirements (attached at

Attachment 2). SOPPA requires that public schools must make copies of written agreements with operators available on the school's websites.

If you have any questions or proposed modifications to these terms, please contact Stacy Brown, Procurement Manager for Technology and General Purchases, Illinois State University Purchasing Department at 100 South Fell Ave., Normal, Illinois 61761, by phone at 309-438-1045 or by e-mail at ISUPurchasing@ilstu.edu. If the proposed terms and conditions are acceptable, please sign the letter below and return the executed contract to ISUPurchasing@ilstu.edu.

Sincerely,



Ernest Olson
Director of Purchases

Vendor Acceptance of University Laboratory School Software Addendum

The individual signing this Agreement represents and warrants they the Agreement (including the Vendors Terms & Conditions as amended by the University Laboratory School Software Addendum is acceptable. The individual represents and warrants they are authorized to sign this Addendum on behalf of the named Vendor/Operator.

Acknowledged & Accepted:

Vendor / Operator Signature:



June 21, 2021

Signature

Date

Eugene Belyaev, CEO

Print Name & Title

cc: University Laboratory Schools, labschools@ilstu.edu
Illinois State University Purchasing, ISUPurchasing@ilstu.edu

Student Data Safety

How we keep your students' data safe

- We use SSL security for safe transmission of your data.
- Passwords are salted and hashed using PBKDF2.
- We do routine security audits and monitoring to ensure security and system integrity.
- Your user data is stored and backed up in geographically distributed servers operated by industry leading partners. Multiple distributed servers also ensure highest possible levels of uptime and restorations in a timely manner.
- Access to your personally identifiable information is restricted to our employees.
- All employees undergo a background check and sign a non-disclosure agreement before beginning their employment with us.
- Employees lose access to all company and product systems and data when terminated.
- We comply with GDPR and the EU - U.S. Privacy Shield Framework as set forth by the US Department of Commerce regarding the collection, use and retention of personal information from European Union member countries.

For more information visit our [Privacy Policy](#)

CoSpaces Edu's Terms of Use

Last updated: July 2019

CoSpaces Edu's mission is to create an environment where students can excel and be their best. To accomplish this goal, it is essential that CoSpaces Edu provides a safe place for students' creations and that teachers are in complete control over how that information is shared.

These Terms of Use govern the use of Delightex' websites at cospaces.io/edu, the CoSpaces Edu Application (edu.cospaces.io) and the CoSpaces Edu Mobile Applications (collectively "the CoSpaces Edu Service", "the Service" or "CoSpaces Edu"). CoSpaces Edu is owned and operated by DelighteX GmbH ("Delightex").

By creating an account on CoSpaces Edu, the User agrees to be bound by the Terms of Use ("Terms").

CoSpaces Edu is intended for use in schools only. If the user is not a school or if the user intends to use the service in conjunction with or as part of a paid service or product, for the purpose of marketing its own or someone else's products or services or otherwise in conjunction with a commercial event such as a workshop, online courses or broadcasted events, the user must enter into a separate agreement with Delightex.

1. CoSpaces Edu is COPPA, FERPA and GDPR compliant

Data collected by CoSpaces Edu may include personally identifiable information from education records that are subject to the U.S. Family Educational and Privacy Act (FERPA) ("FERPA Records"). To the extent that Student Data includes FERPA Records, CoSpaces Edu will be considered a "School Official" (as that term is used in FERPA and its implementing regulations) under the direct control of the school with regard to the use and maintenance of the FERPA Records and will comply with FERPA.

CoSpaces Edu only collects personal information through the Services from a student where their school, district, and/or teacher has agreed (via the terms described in more detail below) to obtain parental consent to use the Services and disclose personal information to us for the use and benefit of the learning environment. Such consent shall not be deemed as consent pursuant to Art. 6 (1) a) GDPR.

If the User is aware that CoSpaces Edu is collecting information from a student without parental consent, the User shall contact Delightex immediately at support@cospaces.io and Delightex will delete the data.

2. Use of CoSpaces Edu

Using CoSpaces Edu requires a registration and acceptance of these Terms of each individual using the Service ("User") under <https://cospaces.io> ("Website"). The Service offers Teacher Accounts and Student Accounts. When registering with the Software, the User may decide, whether the account shall be set up as Teacher Account or Student Account. To learn more about the major functionalities of CoSpaces Edu please refer to the Website.

CoSpaces Edu may be operated on any computer with an up-to-date web browser software (i.e. Chrome, Safari or Firefox), mobile device with an up-to-date iOS or Android operating system. To use CoSpaces Edu on an iOS or Android device, the User will have to download the CoSpaces Edu app from the relevant app store and accept the Terms and Conditions of that app store. Using CoSpaces Edu requires the User to establish an appropriate Internet Connection, for which usual transmission costs may apply.

A copy of the Terms applicable at the moment of accepting these Terms is available for download as PDF under <https://cospaces.io/edu/terms-of-use.pdf>. Delightex does not store or grant the User access to these Terms afterwards.

2.1. Teacher Accounts

Only teachers or school administrators (“Teachers”) can create a Teacher Account on CoSpaces Edu, and may invite Students (as defined below) to use the Services and administer Classes (as defined below). Creating an account as Teacher is only allowed to users who are of the age 18 or older.

Teachers create an Account by selecting “Teacher” on the registration page and following the registration process. The Teacher is required to confirm to be of the age 18 or older and will be presented the present Terms. If the Teacher agrees with the present Terms, the Teacher is asked to enter its Name and its email address and to choose a user name and a password. After clicking on “Create Account”, the Teacher receives a confirmation email, where the Teacher shall confirm its registration by clicking a confirmation link within the confirmation email. By clicking on “Create Account”, the Teacher issues a binding offer to enter into an agreement concerning the use of CoSpaces Edu as Teacher pursuant to the provisions of these Terms. Delightex accepts the Teacher’s offer by informing the Teacher of the successful registration with the Service after the Teacher clicked the confirmation link. The acceptance of the Teacher’s offer is at the sole discretion of Delightex.

2.2. Student Accounts

Individuals, who were invited by their Teacher (“Students”), create an account by selecting “Student” on the registration page and following the registration process. The Student is required to enter the invite code provided by the Teacher. Students may use CoSpaces Edu only if their parent or legal guardian has given permission to the Teacher or their school. A Student may use CoSpaces Edu only if the Student has been given an Invite Code or has otherwise been invited to use CoSpaces Edu by the Teacher.

CoSpaces Edu is an extension of the classroom. The Student agrees to use CoSpaces Edu in a manner that is appropriate to the classroom. The Student may not violate the policies of the school or school district in the Student’s use of CoSpaces Edu.

2.3. Classes

Teachers can create a virtual class on CoSpaces Edu, where Students can create, edit, upload, view, and share work (“Class”). Once the Class is created, Teachers can invite Students and additional faculty with appropriate permissions to join the Class.

Teachers and schools agree to obtain written consent from parents of students prior to their students creating accounts on CoSpaces Edu. Alternatively Teachers and Schools may act as the Student's parent's agent and provide consent to use CoSpaces Edu solely in the educational context (as provided in <https://www.ftc.gov/tips-advice/business-center/guidance/complying-coppa-frequently-asked-questions#Schools>). In case of the latter, the Teacher shall be authorized by the Students' parents accordingly. The Teacher should consult with its school or school district to ensure that the Teacher obtains proper consent to use CoSpaces Edu in the classroom.

When the Teacher creates a CoSpaces Edu class, the Teacher agrees that:

- Any Students added to the Class by the Teacher are current students attending the Teacher's class in the school where the Teacher is employed.
- Any additional Teachers added to the Class are authorized by the Teacher's school to access student creations.
- The Teacher will use CoSpaces Edu only for lawful purposes and abide by applicable law and policies issued by the school and/or the school district in the Teacher's use of CoSpaces Edu.
- The Teacher will treat CoSpaces Edu as an extension of the classroom and takes reasonable steps to confirm that Students are using CoSpaces Edu appropriately.
- The Teacher will take reasonable measures to protect access to information contained in Student creations.

3. CoSpaces Edu Plans

For Students, using the Services is always free. For Teachers CoSpaces Edu services are available as paid or free services ("Plans") and the Teacher agrees to abide by the terms applicable to the Plans the Teacher signed up for. The number of Students and other Teachers the Teacher is allowed to add to its Classes ("Seats") and the features available within CoSpaces Edu are subject to the Plans and/or add-ons chosen by the Teacher:

3.1. CoSpaces Edu Basic

The CoSpaces Edu Basic Plan ("Basic Plan") does not require payment and allows one Teacher to use the Basic Plan with up to 29 Students. The Teacher can create one Class and one assignment with limited assets and features available to him or her. If the Teacher was using CoSpaces Edu Pro before and the Plan expired, he or she will have view-only access to CoSpaces that were created during the usage of CoSpaces Edu Pro.

3.2. CoSpaces Edu Pro

The CoSpaces Edu Pro Plan ("Pro Plan") requires payment before the Teacher can access it. If the Teacher activated the Pro Plan, further features may become accessible that are not available through the Basic Plan. More information about CoSpaces Edu Plans, the pricing and features can be found under: <https://cospaces.io/edu/plans.html>.

The Pro Plan can be purchased and is pre-paid directly from the CoSpaces Edu web application, through in-app purchase in the CoSpaces Edu iOS mobile application or through a separate agreement with Delightex.

The Pro Plan can be purchased with a set amount of seats and a specific expiration date. There may be limitations to the amount of seats and expiration date set for a Pro Plan.

On the expiration date the Pro Plan becomes inactive. The Teacher may choose to renew the Pro Plan or downgrade to the Basic Plan.

4. Pre-paid Offers

If the User has received a code or other offer provided or sold by or on behalf of Delightex for access to CoSpaces Edu Pro (“Code”), separate terms and conditions presented along with the Code (“Pre-Paid Terms”) may apply to the User’s access to the Service and the User agrees to comply with any such Pre-Paid Terms. If provisions of the Pre-Paid Terms deviate from provisions of these Terms, the provisions of the Pre-Paid Terms shall prevail.

5. Trials

Delightex may, at its own sole discretion, offer trials of CoSpaces Edu Pro for a specified period without payment (“Trial”). Delightex reserves the right to revoke the Trial and put the User’s account on hold in the event that Delightex determines that the User is not eligible.

6. Pricing

Delightex may change the price for CoSpaces Edu Pro from time to time, and will communicate any price changes to the Teacher via email at least four weeks in advance.

7. Deleting an Account

Teachers can delete their CoSpaces Edu accounts under the account settings. Students may have their accounts deleted through any Teacher who sent them a CoSpaces Edu invite code or a school administrator or by sending an email to support@cospaces.io. Students who have a CoSpaces Edu account and would like this account to be deleted may contact Delightex directly at support@cospaces.io to have the Student’s account deleted. The same applies to the Student’s legal guardians.

8. Privacy

Delightex takes the privacy of its Users seriously. To learn more about how Delightex collects, stores, uses, shares, and protects personal information, please review the Privacy Policy at <https://cospaces.io/edu/privacy-policy.html>.

9. Your Intellectual Property

Delightex does not own the content Users provide – Students and their schools own all Student Data added to CoSpaces Edu.

However, in order to provide the Services, Delightex needs certain limited rights to the content uploaded and/or created by Users or content provided by Delightex, which the User modifies within CoSpaces Edu ("User Generated Content"). For example, when a User uploads content, Delightex needs the rights to store it and serve it back to the Users.

Therefore Users grant Delightex the non-exclusive right to use, publish, transmit, display, copy, process, adapt, modify, and distribute the User Generated Content to the extent necessary to use the User Generated Content within the context of the CoSpaces Edu Service. The grant of rights is not limited in terms of time and includes the right of Delightex to use the User Generated Content and make it available to other Users, including Users, which are not participating in the same Class.

The User warrants to have the right to use the User Generated Content with CoSpaces Edu. The User will indemnify Delightex upon first request, if any third party is making claims against Delightex due to using User Generated Content without having the rights thereto. The User will further either delete the User Generated Content or acquire the rights required to use the User Generated Content without infringing any third party rights. The User shall inform Delightex immediately when the User becomes aware of any third party claims.

10. CoSpaces Edu's Intellectual Property

CoSpaces Edu is protected by copyright, trademark, and other intellectual property laws. Delightex grants the User a limited, non-exclusive, non-transferable non-sublicensable license to view, copy, and display CoSpaces Edu solely in connection with the User's permitted use of CoSpaces Edu over the internet as Software-as-a-Service. The grant of right is limited timewise to the period the User uses the Service. Any rights not expressly granted here are reserved.

Unauthorized use of CoSpaces Edu's logos, trademarks, copyrights, domain names, or other distinctive brand features is prohibited.

11. Prohibited Activities and Etiquette

All Users agree that they will refrain from any activities that are violating applicable laws, infringing third party rights or violating any principles of youth protection when using CoSpaces Edu. In particular it is prohibited to:

- upload, distribute, offer or promote content which violates youth protection legislation, privacy laws or other statutory provisions, pornographic material and/or fraudulent content,
- use CoSpaces Edu to distribute unsolicited or unauthorized unsolicited communications, promotions, advertisements or spam,
- make available, distribute or use content that is protected by law or third party rights without having the authority thereto or
- make available or publish content which might insult or defame any third party.

Regardless, whether or not the activity is prohibited, the User further agrees to commit to the following rules of etiquette when using CoSpaces Edu:

- Don't use CoSpaces Edu in any manner that would be inappropriate for the classroom or violates applicable school or school district policies.
- Don't use CoSpaces Edu to lie or mislead other users.
- Don't use CoSpaces Edu to do anything threatening, abusive, harassing, defamatory, tortious, obscene, profane, or invasive of another person's privacy.
- Don't do anything that interferes with the proper functioning of any software, hardware, or equipment that belongs to CoSpaces Edu or anyone else.
- Don't impersonate CoSpaces Edu or Users on CoSpaces Edu or elsewhere.
- Don't interfere with anyone's use or enjoyment of CoSpaces Edu.
- Don't use personal information about other users, including students, without consent or as forbidden by applicable law or regulation.

12. Account Usage

The use of CoSpaces Edu requires a CoSpaces Edu account and password ("Credentials"). The User shall keep the Credentials confidential and shall take appropriate measures to prevent third persons to become aware of the Credentials. It is not permitted for any reason whatsoever to provide the Credentials to any other person or using any other person's Credentials.

CoSpaces Edu allows a maximum of 1 computer device and a maximum of 2 mobile devices to be logged into the same account simultaneously.

13. Account Suspension and Termination

Delightex reserves the right to suspend or terminate accounts associated with Users who engage in any of the prohibited activities described above or in any manner that otherwise violates the Terms or other policies.

14. Account Transfer

If the User signed up as a Teacher with a school provided email address, and the Teacher's school later signs up for a CoSpaces Edu school account, Delightex may transfer the Teacher's account to be under the management and control of the Teacher's school. To protect student data, in certain limited circumstances (such as when a Teacher leaves a school) Delightex may transfer a Class to a different Teacher if Delightex receives a properly authorized request from the relevant school.

15. Abandoned Accounts

Delightex reserves the right to terminate accounts that have not been accessed by the Teacher or school associated with the account for a period of more than one year. Prior to terminating an abandoned account, Delightex will notify the Teacher or school associated with the account by email.

16. Security

Delightex uses industry best practices to collect, store, and transmit data securely. This includes data centers with stringent physical access control measures, use of HTTPS/SSL to securely transmit data, and routine audits of Delightex' security protocols. In the event of a security breach,

Delightex will notify affected Users as required by law so that the User can take steps to keep their data safe.

17. Changes to the Terms

Delightex may modify the Terms from time to time. Delightex will notify the User of any changes to the Terms by email at least two weeks before such change becomes binding. If the User continues to use CoSpaces Edu after the User received such a notice, the User agrees to be bound by any changes to the Terms.

18. Warranties and Disclaimers

Insofar as the following provisions do not state otherwise, Delightex operates the Services in accordance with legal warranty rights.

Delightex operates the Services as specified in these Terms or the specifications on the Website. Delightex' liability without fault pursuant to § 536a German Civil Code (BGB) shall be excluded. The Services do not include the storage and backup of any data, i.e. User Generated Content. It is in the sole responsibility of the User to regularly backup the data uploaded to and created with CoSpaces Edu.

The availability of the Services averages at 99 percent per year within the sphere of influence of Delightex. The Services are available if the User is able to use its major features. If the service is suspended due to necessary maintenance works or force majeure such times shall not be considered for the calculation of the availability.

The availability of the Services shall be calculated according to the following formula:

$$Availability = 100 - \frac{Unscheduled\ Downtime \times 100}{Agreed\ service\ time\ in\ hours}$$

19. Limitation of Liability

Any liability of Delightex shall be excluded. The limitation of liability shall not apply in the event of a breach of material contractual obligations. Material contractual obligations shall be any obligation the fulfilment of which is essential to proper performance of the contract in the first place and compliance with which the User may regularly rely on and the breach of which on the other hand endangers the achievement of the contractual purpose. In the event of a slightly negligent breach of a material contractual obligation, Delightex' liability shall be limited to the foreseeable damage typically for the kind of contract.

The limitation of liability shall further not apply, if the damage was caused intentionally or by gross negligence or for damages resulting from mortal injury, physical harm or health damage.

Delightex shall also be liable for damages based on the absence of a warranted characteristic or for which liability is provided under the German Product Liability Act.

20. Governing Law / Jurisdiction

The Services are controlled by Delightex from its offices located in Munich, Germany. They can be accessed by most countries around the world. As each country has laws that may differ from those of Germany, by accessing the Services, the User agrees that the statutes and laws of the Federal Republic of Germany, without regard to the conflict of laws and the United Nations Convention on the International Sales of Goods, will apply to all matters relating to the use of the Services and the purchase of any products or services through the Services.

Furthermore, Users, which are not consumers and for consumers, whose place of general jurisdiction is not within Federal Republic of Germany, shall bring in any action to enforce these Terms in the courts located in Munich-City, Germany.

21. Informal Dispute Resolution

Delightex wants to address the User's concerns without needing a formal legal case. Before filing a claim against CoSpaces Edu, the User agrees to try to resolve the Dispute informally by contacting info@delightex.com. Delightex will try to resolve the Dispute informally by contacting the User through email.

The European Commission operates a dispute settlement procedure for online dispute resolution with consumers pursuant to Art. 14 Para 1 Regulation (EU) 524/2013 under <http://ec.europa.eu/consumers/odr>.

Delightex is not legally required to participate in dispute settlement before a consumer arbitration board. Delightex endeavors to find a mutually acceptable solution in the event of a conflict with a User. Since arbitration bodies charge fees, Delightex does also not voluntarily take part in a dispute settlement procedure before a consumer arbitration board in the well understood financial interests of the User.

22. Feedback and Customer Service

Delightex welcomes feedback and suggestions about CoSpaces Edu. Please email us at support@cospaces.io at any time.

23. Entire Agreement

These Terms (and any other policies referred to in this document) make up the entire agreement between the User and Delightex and supersede any prior agreement. If any part of these Terms are found to be unenforceable by a court or arbitrator, the remaining parts will remain in full force and effect. If Delightex fails to enforce any part of these Terms, such failure does not constitute a waiver.

Contact Information

DelighteX GmbH - Eisenheimerstr. 45 - 80687 Munich, Germany
info@delightex.com

University Laboratory School Software Addendum

Part One: Data Security Addendum

Vendor/Operator (referred to as Vendor or Operator) acknowledges and agrees that compliance with this Addendum in its entirety for the term of the contract and any renewals is a material requirement and condition of this contract. If the Parties determine that any clause in this section is not applicable to this contract it may be stricken without affecting the remaining subsections.

UNLESS SPECIFICALLY EXEMPTED, THE FOLLOWING CONFIDENTIALITY AND DATA SECURITY REQUIREMENTS APPLY TO ALL DATA MADE AVAILABLE TO THE VENDOR UNDER THE TERMS OF THIS AGREEMENT.

REQUIRED CONDITIONS:

1. **Order of Precedence:**

- a. To the extent, any provision in this Addendum is inconsistent or incompatible to terms included elsewhere in this Agreement, the parties agree that this Addendum shall take precedence and the conflicting provisions shall be null and void.

2. **Definitions:** The following terms shall be defined as follows for purposes of the Agreement.

- i. The term **SOPPA Covered Information** means personally identifiable information or material or information that is linked to personally identifiable information or material in any media or format that is not publicly available and is any of the following:
 1. Created by or provided to an Operator by a student or the student's parent or legal guardian in the course of the student's, parent's, or legal guardian's use of the Operator's site, service, or application for K through 12 school purposes.
 2. Created by or provided to an Operator by an employee or agent of a school or school district for K through 12 school purposes.
 3. Gathered by an Operator through the operation of its site, service, or application for K through 12 school purposes and personally identifies a student, including, but not limited to, information in the student's educational record or electronic mail, first and last name, home address, telephone number, electronic mail address, or other information that allows physical or online contact, discipline records, test results, special education data, juvenile dependency records, grades, evaluations, criminal records, medical records, health records, a social security number, biometric information, disabilities, socioeconomic information, food purchases, political affiliations, religious information, text messages, documents, student identifiers, search activity, photos, voice recordings, or geolocation information.
- ii. The term **Personally Identifiable & Protected University Data** shall include an individual's name first or last, e-mail address or password in an unencrypted or redact form when used in combination one or more of the following data elements including: an (i) identification numbers (e.g. individual's government-issued identification number or social security number, driver's license number); (ii) information protected by federal or state law (e.g. ethnicity, race, religion, disability status, veterans status, etc.), (iii) financial data (including account numbers, credit card number, or other information that would permit access to an individual's financial data; (iii) biometric or health data; or (iv.) other data that if released could create a safety or security concern for the University or members of the University community.
- iii. University Data includes any information provided by the University pursuant to the Agreement.

3. **University Data & SOPPA Covered Information Security Protections:** Vendor shall provide commercially reasonable and adequate protection on its network and systems to protect University Data and SOPPA Covered Information from unauthorized access, acquisition, destruction, use modification or disclosure that shall include but not be limited to include firewalls and intrusion detection/prevention, authentication and encryption capabilities (including mobile devices, USB storage devices and backup media) in accordance with standard industry practices.
- a. **Use of Data:** Vendor agrees that any and all University Data and SOPPA Covered Information exchanged shall be used expressly and solely for the purposes enumerated in the Agreement.
 - b. **Data Transmission & Storage:** In general, Vendor shall implement administrative, physical and technical safeguards to protect University Data and SOPPA Covered Information that are no less rigorous than accepted industry practices. Vendor agrees that University Data and SOPPA Covered Information must be stored and transmitted in accordance with standard industry encryption standards. Personally Identifiable & Protected University Data and SOPPA Covered Information may not be processed or stored outside the U.S.

- c. **Third-Party Assurances / Subcontractors:** Vendor may only release University Data and SOPPA Covered Information to a subcontractor, affiliate or other third party with the designated University authorized official's prior written consent and provided that such subcontractor, affiliate, or other third party agrees to comply with all provisions of this Agreement.
- d. **Return/Destruction of Data:**
 - i. As applicable and in accordance with law, within a reasonable time period after termination of this Agreement, for any reason, Vendor shall return or destroy (as specified by the University) all University Data and SOPPA Covered Information and indexing information received from University, or created or received by Vendor on behalf of the University. This provision shall apply to data in the possession of subcontractors or agents of Vendor.
 - ii. Destruction of University Data and SOPPA Covered Information will be conducted in accordance with standard industry practices deemed acceptable by the University and Illinois State Record Act requirements.
 - iii. Vendor shall provide proof or certification of destruction of the data to the University's Information Security Officer.
- e. **Data Processing Integrity:** As applicable, Vendor shall take commercially reasonable measures, including regular data integrity audits, to protect Data against deterioration or degradation of data quality and authenticity. Vendor will maintain appropriate contingency / recovery plans for any University Data and SOPPA Covered Information in the event of loss of data or breach.

4. **Breach:**

- a. **Notice:** Vendor, including any subcontractors, affiliates, and third parties, shall report in the most expedient timeframe possible but no later than 30 days to the University Information Security Officer (i) any breach of security involving, or potentially involving, University Data and SOPPA Covered Information, or (ii) any use or disclosure of University Data and SOPPA Covered Information other than the Permitted Uses or breach of federal and state privacy laws. Vendor shall fully cooperate with the University with respect thereto. The University Information Security Officer can be contacted e-mailing informationsecurityoffice@illinoisstate.edu.
- b. **Indemnification:** Vendor shall indemnify, defend and hold University harmless from and against all third-party claims, actions, suits and proceedings resulting from the release of any University Data and SOPPA Covered Information, including the University's costs and reasonable attorneys' fees which arise as a result of Vendor's failure to safeguard University Data and SOPPA Covered Information as provided in this Agreement. Any limitations of liability contained in the Agreement shall not be applicable to Vendor's obligations pursuant to this section.

ADDITIONAL DATA SECURITY TERMS & CONDITIONS:

Please check those terms and conditions applicable to this Agreement.

Vendor Certifications: Prior to performing services which require access to, transmission of and/or storage of **University Data & SOPPA Covered Information**, Vendor will provide a third party certification of compliance with standard industry practices in a form acceptable to the University Information Security Officer.

FERPA & State Privacy Protections. Vendor hereby acknowledge and agrees to comply with the limitations on the use and re-disclosure of **University Data and SOPPA Covered Information** from education records as defined in the Family Educational Rights & Privacy Act ("FERPA") 34 CFR § 99.00 et seq. Vendor agrees to comply with all applicable state privacy protections including but not limited to the Illinois School Student Records Act (105 ILCS 10), the Mental Health and Developmental Disabilities Confidentiality Act (740 ILCS 10), the Identity Protection Act (105 ILCS 85), and the Personal Information Protection Act (815 ILCS 530). Vendor agrees that the Vendor is acting as a school official with legitimate educational interest; is performing an institutional service or function for which the school would otherwise use its own employees and is using University Data and SOPPA Covered Information for an authorized purposes and in furtherance of such legitimate educational interest. Vendor further acknowledge and agrees that it shall maintain the confidentiality, and shall not re-disclose, personally Identifiable Information from education records except as authorized by the University in writing.

SOPPA. Vendor agrees to comply with all operator prohibitions and restrictions on the use and re-disclosure of **University Data & SOPPA Covered Information** from education records as outlined in the Illinois Student Online Personal Protection Act, 105 ILCS 85, et seq. These include but are not limited to:

- Vendor may not use University Data & Covered Information to engage in targeted advertising, amass profiles on student or the parents, or sell/rent any student information, or disclose info to any third-party, unless such party maintains all required security procedures and practices.
- As required by SOPPA, Vendor agrees, upon request and within reasonable period of time, to provide a copy of any student's information provided or maintained by the Vendor, as operator. Vendor agrees to correct any factual errors within 90 days of such request.
- Vendor may only use data to improve operability/functionality of operator's site, to ensure legal and regulatory compliance, to take precautions against liability, to respond to judicial process, to protect the safety/integrity of users to the site.
- In the event of a breach of SOPPA Covered Information that is attributable to the Vendor, the Vendor agrees to reimburse and indemnify University for any and all costs and expenses University incurs in investigating and remediating the breach, without regard to any limitation of liability provision including but not limited to costs and expenses associated with:
 - Providing notification to parents of students whose data was compromised;
 - Providing credit monitoring to those students whose data was exposed in a manner that a reasonable person would believe may impact the student's credit or financial security;
 - Legal fees, audit costs, fines, and any other fees or damages imposed against the University as a result of the breach; and
 - Provision of any other notification or fulfilling any other requirements as required by law.

Health Insurance Portability and Accountability Act ("HIPAA"): If the Vendor is a "covered entity" as that term is defined under HIPAA, the Vendor shall enter into a Business Associate Agreement with the University. If the Vendor is not a "covered entity" as that term is defined under HIPAA, the Vendor acknowledges i) any students working at the Vendor's site or under the Vendor's supervision and control are part of the Vendor's "workforce" as defined in HIPAA Privacy Regulations at 43 C.F.R. 160.103, and ii) no Business Associate agreement is required between the University and Facility. The Facility will provide the necessary HIPAA training to students and students will be expected to comply with HIPAA and any other confidentiality requirements of the Facility.

PCI Standards: If, in the course of providing services to University, Vendor has access to or will collect, access, use, store, process, dispose of or disclose credit, debit or other payment cardholder information, Vendor shall at all times remain in compliance with the Payment Card Industry Data Security Standard ("PCI DSS") requirements, including remaining aware at all times of changes to the PCI DSS and promptly implementing all procedures and practices as may be necessary to remain in compliance with the PCI DSS, in each case, at Service Provider's sole cost and expense.

Vendor Monitoring/Audit: With prior written notice, University (or its agent or affiliate) may audit Vendor's use of the University Data to ensure that Vendor is in compliance with the terms of this Agreement. Vendor will keep complete and accurate records of all

use of University data, including a log file of all employees with access to University Data. University may at its own expense and upon no less than five working days written notice audit Vendor's use, access, or maintenance of the University Data. As part of such audit, University is entitled to obtain physical and electronic data concerning use of University's data upon submitting a reasonable request to Vendor. Such audit will not interfere unreasonably with Vendor's business activities, will be conducted no more often than once per calendar year at a location, unless a previous audit disclosed a material breach. If an audit reveals the Vendor has breached this Agreement, University may immediately terminate the Agreement.

Illinois State University reserves the right and the parties agree to amend the Data Security Addendum and related Agreement to address required data security requirement changes in law, including those changes that may apply under the European Union General Data Protection Regulations, effective May 25, 2018.

Part 2: University & Illinois Procurement Code Addendum

The Board of Trustees of Illinois State University (University, ISU), a body corporate and politic of the State of Illinois and the Vendor are entering into a contract/agreement. For the parties' mutual convenience, the parties are using the Vendor's Contract Form. This Addendum is incorporated into the Vendor's Contract Form and made an integral part thereof.

Vendor acknowledges and agrees that the Vendor's Contract Form may include some types of clauses or sales terms not acceptable to the University because of statutory restrictions or other policy considerations. If the Parties determine that any provision of this Addendum in this section is not applicable to this contract it may be stricken without affecting the remaining subsections.

1. **Order of Precedence:**

- a. To the extent, any provision in this Addendum is inconsistent or incompatible to the Vendor's Contract Form, the parties agree that this Addendum shall take precedence and the conflicting provisions of the Vendor's Contract Form shall be null and void.

2. **Insurance:**

- a. Illinois State University shall not be required to maintain any type of insurance for the Vendor's benefit.
- b. During all times relevant to this agreement, Vendor shall maintain and keep in effect applicable general liability insurance with limits acceptable to the Board of Trustees of Illinois State University, and shall provide proof of coverage upon request. Additional insurance coverage, as specified in subsection c below, may be required for this agreement depending upon the services provided by the Vendor

3. **Confidential Information:**

- a. Confidential Information may be made available to the Vendor under this Agreement. The Vendor agrees to i) protect any Confidential Information from unauthorized use or disclosure; ii) disclose Confidential Information only to employees and other representatives who have agreed to comply with this agreement; and iii) use the Confidential Information only for the purposes authorized in this Agreement.
- b. All Confidential Information remains the property of the University.
- c. "Confidential Information" means any information provided by the University whether of a technical, business or other nature that is disclosed to the Vendor that is designated as Confidential by the University, that is protected from disclosure by applicable state or federal law, or that the Vendor has reason to believe is confidential, proprietary, or trade secret information of the University. Confidential Information does not include any information that: (a) was acquired lawfully by the Vendor or independently developed or acquired by the Vendor outside this Agreement; (b) is or becomes part of the public domain through no fault of the Vendor; or, (c) is authorized for release by written notice from University to Vendor; or (d) is otherwise required to be disclosed by law.
- d. ISU reserves the right to disclose contract purchase information as required by the State of Illinois Freedom of Information Act without pre-notification or approval from the Vendor.

4. **Governing Law:**

- a. Notwithstanding any provision to the contrary, the Vendor's Contract Form shall be governed and construed in accordance with the laws of the State of Illinois.
- b. For venue purposes, it is deemed that all obligations of the parties created hereunder are performed in McLean County, Illinois.

5. **Term:**

- a. Notwithstanding any provision, the term of the contract (including original and renewal terms) shall not exceed 10 years in total.
- b. No term will automatically renew regardless of stated required notification periods. All renewals will only be valid with the issuance of a University purchase order or other written direction from University.

6. **Indemnification/Hold Harmless/Limitation of Liability:**

- a. It is understood and agreed that neither party to this agreement shall be liable for any negligent or wrongful acts, either of commission or omission, chargeable to the other, unless such liability is imposed by law, and that this agreement shall not be construed as seeking to either enlarge or diminish any obligation or duty owed by one party against the other or against a third party.
- b. The University shall not agree to any additional provision:
 - i. Requiring the University to indemnify or hold harmless the Vendor for any act or omission.
 - ii. Releasing the Vendor or any other entity or person from its legal liability, or limiting liability, or unlawful or negligent conduct or failure to comply with any duty recognized or imposed by applicable law.
 - iii. Requiring the University to make payments for total or partial compensation or payment for lost profit or liquidated damages if the Agreement is terminated before the end of the term.
 - iv. Limiting the liability of the Vendor for property damage or personal injury.
 - v. Binding the University to any arbitration or to the decision of any arbitration board, commission, panel or other entity.
 - vi. Obligating the University to pay costs of collection or attorney's fees.
 - vii. Granting the Vendor a security of interest in property of Illinois State University.
 - viii. Changing the time period within which claims can be made or actions can be brought under the laws of the State of Illinois.
 - ix. Requiring the University to waive the sovereignty of Illinois, waiver of any right to a jury trial, increasing the University's liability beyond that authorized in the Illinois Tort Claims Act, or authorizing Vendor to execute any settlement obligation that would bind the University without the consent of the Board of Trustees of Illinois State University and/or the Illinois Attorney General, as applicable.

7. **Payment Obligations:**

- a. All amounts, including but not limited to interest and/or late charges, owed by the University under the Vendor's Contract Form shall be made in accordance with applicable provisions of the Illinois Prompt Payment Act.

8. **Independent Contractor:** In Vendor's performance under this Agreement, the Vendor acts and will act as an independent contractor and not as an agent or employee of Illinois State University.

9. **Use of University Name & Facilities:** Vendor shall not use the name of the University in any written material including but not limited to brochures, letters, and circulars, without the prior written consent of University. If

applicable, Vendor's use of University Facilities shall comply with all University policies, procedures and requirements.

10. **Force Majeure Provisions:** It is agreed that no claim for damages, losses or liability may be made by either party upon the occurrence of any circumstance, whether directly or indirectly, beyond the control of either party (including without limitation strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or acts of God, business interruptions, disease, national or local emergency, government action or inaction, travel restrictions, loss or malfunctions of utilities, communications or computer (software and hardware) services ("a Force Majeure Event")), to the extent that such circumstance delays or otherwise makes it illegal or impossible for a party to satisfy its performance obligations under the Agreement. In the event of a Force Majeure Event, the parties agree to negotiate in good faith any modifications of the terms of this Agreement that may be necessary or appropriate in order to resume performance obligations under the Agreement. However, the contract is subject to termination/cancellation by the non-declaring party, unless the parties mutually agree, in writing, to amend the Agreement. As soon as reasonably practicable after a Force Majeure Event occurs, the non-declaring party will provide a written notice to the other party (or parties) that specifies the Agreement termination date. In the event of a termination due to a Force Majeure Event, the Vendor will refund to University all recoverable expenses and 50% of any documented, reasonable, nonrecoverable expenses incurred by Vendor prior to the date of termination. Vendor agrees to provide University with documentation, acceptable to the University, in its sole discretion, that details reasonable, nonrecoverable expenses retained by Vendor relating to the Force Majeure Event.

11. **Procurement Code Required Certifications:**

- a. Vendor acknowledges and agrees that compliance with the attached Certifications and Additional Terms for the term of the contract and any renewals is a material requirement and condition of this contract. By executing the contract Vendor certifies compliance with this subsection in its entirety, and is under a continuing obligation to remain in compliance and report any non-compliance.
- b. This subsection, in its entirety, applies to subcontractors used on the contract. Vendor shall include these Standard Certifications in any subcontract used in the performance of the contract using the Standard Subcontractor Certification form provided by the University.
- c. If this contract extends over multiple fiscal years, including the initial term and all renewals, Vendor and its subcontractors shall confirm compliance with this section in the manner and format determined by the University by the date specified by the University and in no event later than July 1 of each year that this contract remains in effect.

12. **Compliance:**

- a. **Statutory Compliance:** All commitments by the University under this Agreement are subject to constitutional and statutory limitations and restrictions binding upon the University. Vendor agrees to comply with all applicable federal, state, and local laws, orders and regulations.
- b. **University Policies and Procedures:** Vendor agrees to comply with applicable University policies and procedures, as applicable.

- c. **Nondiscrimination:** Vendor agrees to comply with all applicable federal and state nondiscrimination, equal opportunity and affirmative action laws, orders and regulations. Vendor shall not engage in unlawful discrimination or harassment against any person because of race, color, religion, sex, national origin, ancestry, age, marital status, protective order status, disability, unfavorable discharge from the military, or status as a disabled veteran or a veteran of the Vietnam era in the performance of this agreement.
- d. **Taxes:** The Agreement shall not obligate the University to pay taxes unless otherwise required by law.
- e. **Withholding/Legal Status:** Vendor shall provide true and correct information regarding its Federal Tax Payer Identification Number (FEIN), tax withholding status and legal status information. Any change in the Vendor's tax withholding status must be immediately reported to the University by Vendor. If a W-8 or W-9 form is required, payment will not be made prior to receipt of a completed form.
- f. **Export Control:**
 - i. University agrees to comply with applicable U.S. laws, regulations, orders or other restrictions on exports and further shall not sell, license or re-export, directly, or indirectly, any information, data, products, items subject to the Agreement to any person or entity for sale in any country or territory, if, to the knowledge of University, such action would cause the Vendor to be in violation of any such laws or regulations now or hereafter in effect.
 - ii. Vendor shall also notify the University if any of the individuals, equipment, data, services provided or other commitments made or subject to the Agreement are subject to the U.S. Export Administration Regulations, controlled by the International Traffic in Arms Regulations, subject to Office of Foreign Assets Control restrictions, or otherwise subject to export restrictions by a federal agency.

12. Assignment: This contract may not be assigned, in whole or in part, by either party without the prior written approval of the other party, except in connection with a merger or sale of all or substantially all of the assets of such party provided, however, that the obligations of such party under this Contract shall not be extinguished or otherwise affected by any such assignment.

Certifications and Additional Terms

Vendor acknowledges and agrees that compliance with this subsection in its entirety for the term of any resulting contract and any renewals is a material requirement and condition of the contract. By executing the contract Vendor certifies compliance with this subsection in its entirety, and is under a continuing obligation to remain in compliance and report any non-compliance.

This subsection, in its entirety, also applies to subcontractors used on this contract. Vendor shall include these Standard Certifications in any subcontract used in the performance of the contract using the Standard Subcontractor Certification form provided by the State.

If the contract extends over multiple fiscal years, including the initial term and all renewals, Vendor and its subcontractors shall confirm compliance with this section in the manner and format determined by the State by the date specified by the State and in no event later than July 1 of each year that the contract remains in effect.

If the Parties determine that any certification in this section is not applicable to the contract it may be stricken without affecting the remaining subsections.

1. As part of each certification, Vendor acknowledges and agrees that should Vendor or its subcontractors provide false information, or fail to be or remain in compliance with the Standard Certification requirements, one or more of the following sanctions will apply:
 - the contract may be void by operation of law,
 - the State may void the contract, and
 - the Vendor and its subcontractors may be subject to one or more of the following: suspension, debarment, denial of payment, civil fine, or criminal penalty.

Identifying a sanction or failing to identify a sanction in relation to any of the specific certifications does not waive imposition of other sanctions or preclude application of sanctions not specifically identified.

2. Vendor certifies it and its employees will comply with applicable provisions of the United States Civil Rights Act, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act, and applicable rules in performance of this contract.
3. **This applies to individuals, sole proprietorships, partnerships and LLCs, but is otherwise not applicable.** Vendor, if an individual, sole proprietor, partner or an individual as member of a LLC, certifies he/she is not in default on an educational loan. 5 ILCS 385/3.
4. Vendor certifies that is has reviewed and will comply with the Department of Employment Security Law (20 ILCS 1005/1005-47) as applicable.
5. **This applies only to certain service contracts and does NOT include contracts for professional or artistic services.** To the extent there was a current Vendor providing the services covered by this contract and the employees of that Vendor who provided those services are covered by a collective bargaining agreement, Vendor certifies (i) that it will offer to assume the collective bargaining obligations of the prior employer, including any existing collective bargaining agreement with the bargaining representative of any existing collective bargaining unit or units performing substantially similar work to the services covered by the contract subject to its bid or offer; and (ii) that it shall offer employment to all employees currently employed in any existing bargaining unit who perform substantially similar work to the work that will be performed pursuant to this contract. This does not apply to heating, air conditioning, plumbing and electrical service contracts. 30 ILCS 500/25-80.

6. Vendor certifies it has neither been convicted of bribing or attempting to bribe an officer or employee of the State of Illinois or any other State, nor made an admission of guilt of such conduct that is a matter of record. 30 ILCS 500/50-5.
7. If Vendor has been convicted of a felony, Vendor certifies at least five years have passed after the date of completion of the sentence for such felony, unless no person held responsible by a prosecutor's office for the facts upon which the conviction was based continues to have any involvement with the business. 30 ILCS 500/50-10.
8. If Vendor or any officer, director, partner, or other managerial agent of Vendor has been convicted of a felony under the Sarbanes-Oxley Act of 2002, or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953, Vendor certifies at least five years have passed since the date of the conviction. Vendor further certifies that it is not barred from being awarded a contract. 30 ILCS 500/50-10.5.
9. Vendor certifies it is not barred from having a contract with the State based upon violating the prohibitions related to either submitting/writing specifications or providing assistance to an employee of the State of Illinois by reviewing, drafting, directing, or preparing any invitation for bids, a request for proposal, or request of information, or similar assistance (except as part of a public request for such information). 30 ILCS 500/50-10.5(e).
10. Vendor certifies that it and its affiliates are not delinquent in the payment of any debt to the State (or if delinquent have entered into a deferred payment plan to pay the debt). 30 ILCS 500/50-11, 50-60.
11. Vendor certifies that it and all affiliates shall collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with provisions of the Illinois Use Tax Act. 30 ILCS 500/50-12.
12. Vendor certifies that it has not been found by a court or the Pollution Control Board to have committed a willful or knowing violation of the Environmental Protection Act within the last five years, and is therefore not barred from being awarded a contract. 30 ILCS 500/50-14.
13. Vendor certifies it has neither paid any money or valuable thing to induce any person to refrain from bidding on a State contract, nor accepted any money or other valuable thing, or acted upon the promise of same, for not bidding on a State contract. 30 ILCS 500/50-25.
14. Vendor certifies it has read, understands and is not knowingly in violation of the "Revolving Door" provisions of the Illinois Procurement Code. 30 ILCS 500/50-30.
15. Vendor certifies that if it hires a person required to register under the Lobbyist Registration Act to assist in obtaining any State contract, that none of the lobbyist's costs, fees, compensation, reimbursements or other remuneration will be billed to the State. 30 ILCS 500/50-38.
16. Vendor certifies that it will not retain a person or entity to attempt to influence the outcome of a procurement decision for compensation contingent in whole or in part upon the decision or procurement. 30 ILCS 500/50-38.
17. Vendor certifies it will report to the Illinois Attorney General and the Chief Procurement Officer any suspected collusion or other anti-competitive practice among any bidders, offerors, contractors, proposers, or employees of the State. 30 ILCS 500/50-40, 50-45, 50-50.
18. Vendor certifies that if it is awarded a contract through the use of the preference required by the Procurement of Domestic Products Act, then it shall provide products pursuant to the contract or subcontract that are manufactured in the United States. 30 ILCS 517.
19. Vendor certifies steel products used or supplied in the performance of a contract for public works shall be manufactured or produced in the United States, unless the executive head of the procuring Agency/University grants an exception. 30 ILCS 565.
20. Drug Free Workplace
 - 20.1 If Vendor employs 25 or more employees and this contract is worth more than \$5,000, Vendor certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act

20.2 If Vendor is an individual and this contract is worth more than \$5000, Vendor certifies it shall not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance during the performance of the contract. 30 ILCS 580.

21. Vendor certifies that neither Vendor nor any substantially owned affiliate is participating or shall participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulations of the United States Department of Commerce. 30 ILCS 582. Vendor certifies that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been or will be produced in whole or in part by forced labor or indentured labor under penal sanction. 30 ILCS 583.
22. Vendor certifies that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been produced in whole or in part by the labor of any child under the age of 12. 30 ILCS 584.
23. This applies to information technology contracts and is otherwise not applicable. Vendor certifies that information technology, including electronic information, software, systems and equipment, developed or provided under this contract comply with the applicable requirements of the Illinois Information Technology Accessibility Act Standards as published at (www.dhs.state.il.us/iitaa). 30 ILCS 587.
24. **This only applies to vendors who own residential buildings but is otherwise not applicable.** Vendor certifies, if it owns residential buildings, that any violation of the Lead Poisoning Prevention Act has been mitigated. 410 ILCS 45.
25. Vendor certifies it has not been convicted of the offense of bid rigging or bid rotating or any similar offense of any state or of the United States. 720 ILCS 5/33 E-3, E-4.
26. Vendor certifies it complies with the Illinois Department of Human Rights Act and rules applicable to public contracts, which include providing equal employment opportunity, refraining from unlawful discrimination, and having written sexual harassment policies. 775 ILCS 5/2-105.
27. Vendor certifies it does not pay dues to or reimburse or subsidize payments by its employees for any dues or fees to any "discriminatory club." 775 ILCS 25/2.
28. Vendor warrants and certifies that it and, to the best of its knowledge, its subcontractors have and will comply with Executive Order No. 1 (2007). The Order generally prohibits Vendors and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.
29. Vendor certifies that if an individual, sole proprietor, partner or an individual as a member of a LLC, he/she has not received an early retirement incentive prior to 1993 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code or an early retirement incentive on or after 2002 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code. 30 ILCS 105/15a; 40 ILCS 5/14-108.3; 40 ILCS 5/16-133.
30. Vendor certifies that it has read, understands, and is in compliance with the registration requirements of the Elections Code (10 ILCS 5/9-35) and the restrictions on making political contributions and related requirements of the Illinois Procurement Code. Vendor will not make a political contribution that will violate these requirements. 30 ILCS 500/20-160 and 50-37.
31. A person (other than an individual acting as a sole proprietor) must be a duly constituted legal entity and authorized to transact business or conduct affairs in Illinois prior to submitting a bid or offer. If you do not meet these criteria, then your bid or offer will be disqualified. 30 ILCS 500/20-43.

Additional Terms:

Assignment and Subcontracting: (30 ILCS 500/20-120) Any contract may not be assigned or transferred in whole or in part by Vendor without the prior written consent of the University. For purposes of this section, subcontractors are those specifically hired by the Vendor to perform all or part of the work covered by the contract. Vendor shall describe the names and addresses of all subcontractors to be utilized by Vendor in the performance of the resulting contract, together with a description of the work to be performed by the subcontractor and the anticipated amount of money that each subcontractor is expected to receive pursuant to a subsequent contract. Vendor shall notify the University in writing of any additional or substitute subcontractors hired during the term of a resulting contract, and shall supply the names and addresses and the expected amount of money that each new or replaced subcontractor will receive pursuant to the Contract. All subcontracts must include the same certifications and disclosures that Vendor must make as a condition of their contract.

Audit / Retention of Records: (30 ILCS 500/20-65) Vendor and its subcontractors shall maintain books and records relating to the performance of the resulting contract or subcontract and necessary to support amounts charged to the University. Books and records, including information stored electronically, shall be maintained by the Vendor for a period of three years from the later of the date of final payment under the contract or completion of the contract, and by the subcontractor for a period of three years from the later of final payment under the term or completion of the subcontract. If federal funds are used to pay contract costs, the Vendor and its subcontractors must retain its records for a minimum of five years after completion of work. Books and records required to be maintained under this section shall be available for review or audit by representatives of: the University, the Auditor General, the Executive Inspector General, the Chief Procurement Officer, State of Illinois internal auditors or other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. Vendor and its subcontractors shall cooperate fully with any such audit and with any investigation conducted by any of these entities. Failure to maintain books and records required by this section shall establish a presumption in favor of the University for the recovery of any funds paid by the University under the contract for which adequate books and records are not available to support the purported disbursement. The Vendor or subcontractors shall not impose a charge for audit or examination of the Vendor's books and records.

Availability of Appropriation (30 ILCS 500/20-60): Any resulting contract is contingent upon and subject to the availability of funds. The University, at its sole option, may terminate or suspend this contract, in whole or in part, without penalty or further payment being required, if the Illinois General Assembly or the federal funding source fails to make an appropriation sufficient to pay such obligation. If funds needed are insufficient for any reason, the University has discretion on which contracts will be funded.

Transportation Sustainability Procurement Program Act (30 ILCS 530/10 (b): All contracts for freight, small package delivery, and any transportation of cargo require providers to report the amount of energy the service provider consumed to provide those services to the State and the amount of associated greenhouse gas emissions, including energy use and greenhouse gases emitted as a result of the provider's use of electricity in its facilities and the energy use and greenhouse gas emissions by the service provider's subcontractors in the performance of those services.

Expatriated Entity: For purposes of this provision, an expatriated entity is an entity that meets the definition outlined in 30 ILCS 500/1-15.120. Per 30 ILCS 500/50-17, no business or member of a unitary business group, as defined in the Illinois Income Tax Act, shall enter into a contract with a State agency under this Code if that business or any member of the unitary business group is an expatriated entity unless the Chief Procurement Officer:

- a) Has determined the contract is awarded as a sole source; or
- b) the purchase is of pharmaceutical products, drugs, biologics, vaccines, medical supplies, or devices used to provide medical and health care or treat disease or used in medical or research diagnostic tests, and medical nutritionals regulated by the Food and Drug Administration under the Federal Food, Drug, and Cosmetic Act.

Sexual Harassment Policy: Per 30 ILCS 500/50-80, Vendor agrees that it has a sexual harassment policy that meets the requirements of or is otherwise in accordance with Section 2-105 of the Illinois Human Rights Act (775 ILCS 5/2-105). Vendor agrees to provide a copy of the policy to the University upon request.