

June 4, 2021

Cengage/ Gale Library Database
5191 Natorp Blvd.
Mason, OH 45040



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

Dear Beverly Jones

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, **Cengage/ Gale Library Database**, 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.a4i.org) and the Learning Technology Center of Illinois (<https://lrcillinois.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:

Brian McDonough 6/10/2021
Signature Date

Brian McDonough, SVP Sales
Print Name & Title

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

Cengage Terms of Use for K-12 Products

 [cengage.com/legal/terms-k-12](https://www.cengage.com/legal/terms-k-12)

Last Updated: August 2020

This Terms of Use document governs the use of K-12 products.

For the Cengage Higher Education terms of use: <https://www.cengage.com/legal/#terms>

For the Gale terms of use: <https://www.cengage.com/legal/terms-gale>

[Download a PDF version](#) of the Cengage Terms of Use for K-12 Products below.

K-12 Products Terms of Use: **[Spanish translation](#)**

K-12 Products Terms of Use: **[Portuguese translation](#)**

Introduction

These Cengage Terms of Use for K-12 Products (“K-12 Terms”) apply to web-based K-12 products and related apps and technologies provided by Cengage Learning, Inc. and its affiliates, including those operating with the National Geographic Learning brand (“Cengage”). The term “K-12 Products” as used in these K-12 Terms refers to the products, services, websites, content, databases, software, technologies, and tools delivered by Cengage and that link or otherwise refer to these K-12 Terms, or that are delivered through a website or service that links or refers to these K-12 Terms.

If you are under 18 years of age, your parent or guardian must enter into these K-12 Terms on your behalf, and this parent or guardian represents and agrees that he or she accepts these K-12 Terms on your behalf. **If you are a student, please contact your parent and guardian before entering into these K-12 Terms.**

The K-12 Products are for use by children and classroom teachers and administrators in K-12 schools. Access to K-12 Products is sometimes enabled through learning management system (LMS) integrations. Cengage only collects and processes information pertaining to children as a processor for the educational institutions when delivering its K-12 Products. Cengage does not use identifiable K-12 student information for its own purposes. For information on your K-12 school’s privacy policies, please contact the school’s administration. See Cengage’s [Privacy Notice](#) for additional information on Cengage’s privacy and data collection and usage practices.

Cengage is willing to provide the K-12 Products to you only on the condition that you first accept these K-12 Terms. By accessing, registering for, or using any K-12 Product, or by accepting these K-12 Terms through an “I Accept” check-box or similar method, you agree to

these K-12 Terms. These K-12 Terms along with any Order (defined below) form a legally binding agreement between you and Cengage.

Please read these K-12 Terms carefully and, if you wish, print or save a copy for your records. If you do not agree with these K-12 Terms, you may not access or use the K-12 Products.

Your use of certain K-12 Products, or parts of certain K-12 Products, may be subject to additional terms, which may be presented to you for acceptance when you sign up for those K-12 Products, or may otherwise be accessible through the K-12 Products (“Supplemental Terms”). Such Supplemental Terms will be considered part of these Terms. In the event of any conflict between these Terms and any Supplemental Terms, the Supplemental Terms will control with respect to your use or access of the K-12 Products (or the relevant parts of the K-12 Products) associated with such Supplemental Terms.

If you are accepting these K-12 Terms on behalf of another organization or entity, you represent that you are duly authorized to bind that organization or entity to these K-12 Terms.

Orders

You may gain access to the K-12 Products through your acceptance of an online or printed order form or other ordering document that references these K-12 Terms, including access through an access code or card (an “Order”). An Order may specify applicable fees, how long you are authorized to use the K-12 Product, and other terms. In the event of a conflict between these K-12 Terms and the terms of an Order (excluding these K-12 Terms), these K-12 Terms shall control except only to the extent that the Order identifies the specific provision(s) in these K-12 Terms to be varied.

Changes to the K-12 Products

Cengage may, with or without notice, add features to the K-12 Products, or change or remove features of the K-12 Products, at any time.

Your Account

To use a K-12 Product, you will need a Cengage username and password, unless you log in through a “single sign-on” system using your LMS username and password if the K-12 Product includes this feature. Certain K-12 Products may also require additional login information.

Your account is for your personal use only. You may not authorize others to use your account, and you may not assign or transfer your account.

You must keep your username and password confidential. You are responsible for all activities, charges, and liabilities associated with your account. You agree to immediately notify Cengage of any unauthorized use of your account of which you are aware. If you are a

minor, Cengage reserves the right to provide access to your account to your parent, guardian or other authorized adult, upon such adult's request.

Institution Subscription

This Section applies only if an applicable Order specifies that you are acquiring a K-12 Product subscription for an institution. Also, if your institution and Cengage have a separate signed agreement, then such agreement will control if there is a conflict between the K-12 Terms of such agreement and the terms of this Section.

Subject to your payment of the applicable fees and taxes, you may authorize your students, faculty, and administrative staff (collectively, "Authorized Users") to access and use the applicable Service for non-commercial educational or instructional use, on condition that those Authorized Users accept these K-12 Terms before or during their first use of that K-12 Product. For K-12 Product subscriptions that include a limit on the number of Authorized Users, Authorized Users includes all individuals authorized to use the K-12 Product, regardless of whether any such individual is actively using that K-12 Product at a particular time. You shall ensure that Authorized Users and any other person that uses the K-12 Product through the use of your password and account comply with these K-12 Terms. You shall take all reasonable precautions necessary to safeguard against unauthorized access and use of the K-12 Product through your password and account, including ensuring that an Authorized User ceases use of the K-12 Product after that Authorized User is no longer associated with your institution.

Content

The K-12 Products may allow you to upload or otherwise add through the K-12 Products information, text, graphics, photos, audio, video, and/or other materials and content ("Content"). You represent and warrant that you own or have the full right to provide all Content that you provide through the K-12 Products for use with the K-12 Products ("Your Content"), and that Your Content does not infringe any third-party rights, including any intellectual property, publicity or privacy rights.

Cengage does not obtain ownership of Your Content. You hereby grant Cengage a perpetual, irrevocable, worldwide, royalty-free, non-exclusive, sublicensable and transferable license to use, distribute, reproduce, modify, prepare derivative works of, perform and display Your Content in connection with the K-12 Products and Cengage's business, including for promoting the K-12 Products, in all media now known or hereafter devised, and through any media channels. In the event that perpetual license terms are not allowed by law, the term shall be for the longest period allowed by applicable law.

Cengage does not adopt, endorse, or accept responsibility for Your Content or any third-party Content. You agree that Cengage will not be liable for any loss or damage resulting from your reliance on Your Content or any third-party Content available through the K-12 Products.

Cengage reserves the right (but has no obligation) to pre-screen, review, flag, filter, modify, refuse, or remove Content from the K-12 Products.

After termination of your use of any K-12 Products, except as required by applicable law, Cengage does not have any obligation to destroy, return or retain Your Content relating to your use of such K-12 Products. It is your sole responsibility to backup and export Your Content prior to termination.

Your Use of the K-12 Products

During the applicable term of your subscription for use of the K-12 Products if specified in an Order, Cengage grants you a limited, non-exclusive, non-transferable license only to access and to use the K-12 Products for the Permitted Use (as defined below), subject to your compliance with these K-12 Terms. You may not use the K-12 Products for any other purpose, or after the end of the applicable term, or after termination of your rights to use the K-12 Products under these K-12 Terms.

“Permitted Use” means your personal noncommercial purposes, or, only if the Order expressly specifies, your noncommercial educational or instructional purposes.

You shall provide, at your own expense, suitable equipment, software, and internet access as necessary to access and use the K-12 Products.

Neither the K-12 Products nor any portion thereof may be displayed, copied, downloaded, sold, resold, used, distributed, or otherwise exploited for any commercial purpose without Cengage’s prior written consent. You may not frame or utilize framing techniques to enclose any Mark (defined below) or other proprietary information (including images, text, page layout and form) of Cengage or its licensors without Cengage’s prior written consent. You may not use any meta tags or any other "hidden text" using Cengage's Marks without Cengage’s prior written consent. Any unauthorized use by you of Cengage’s Marks or other intellectual property automatically terminates the license granted by Cengage under these K-12 Terms and your right to use the K-12 Products.

Educational Use of Content

With respect to Content designated as available for download for educational purposes ("Downloadable Content"), librarians, teachers, support staff, administrators, other staff of K-12 educational institutions, students, and adults supporting such students' learning ("Educators or Learners") are authorized to download certain Downloadable Content to a personal computer or school server and print, reproduce, and distribute such Downloadable Content solely for use in educational settings and subject to the restrictions set forth below.

The following restrictions apply to all Downloadable Content:

1. Educators or Learners are prohibited from disseminating or using Downloadable Content beyond such Educator's or Learner's particular educational institution.

2. Under no circumstances may an Educator or Learner use Downloadable Content for commercial purposes.
3. Downloadable Content used for any purpose must always maintain unaltered credit, copyright, other proprietary notices, and embedded links.
4. Educators or Learners may make no modifications to Downloadable Content and must preserve all Cengage credits and copyright notices.

With respect to Read-Only Downloadable Content, Educators or Learners may neither make use of nor allow or enable the use of Read-Only Downloadable Content in a manner in which it is re-posted, framed, or mirrored on any other websites or computer networks, regardless of educational use.

With respect to Modular Downloadable Content, Educators or Learners may post only products that the Educator or Learner has created containing such Modular Downloadable Content and only to a website administered by the Educator's or Learner's school or school system, or by Cengage.

Content used for any purpose must always maintain unaltered copyright and other proprietary notices. Content may not be re-posted, framed, or mirrored on any other Web sites or computer networks, regardless of educational use.

Cengage Materials and Intellectual Property

Cengage and its licensors own and retain all right, title, and interest in and to the K-12 Products, all underlying technology used with or otherwise enabling the K-12 Products, and all software and Content (other than Your Content, which you own subject to the license set forth herein) available within the K-12 Products (collectively, "Cengage Materials"), including all associated trademarks, copyrights, and other intellectual property rights. Nothing in these K-12 Terms transfers any such rights, title or interest to you or any other user, and Cengage reserves all rights not expressly granted to you. All software and apps provided to you under these K-12 Terms are licensed, not sold.

You agree not to remove, conceal, or alter any proprietary rights notices (including copyright and trademark notices) contained within the Cengage Materials. You may not (and you may not permit anyone else to) extract, copy, modify, reverse engineer, decompile, or otherwise attempt to access or use the source code of the software underlying or otherwise used to provide the K-12 Products or any part thereof, except to the extent allowed by law notwithstanding this restriction.

All trademarks, service marks, trade names, logos and graphics included within the K-12 Products ("Marks") are trademarks of Cengage and its licensors. You may not use any Marks without the prior written consent of Cengage.

You agree that any breach of your obligations with respect to Cengage's and its licensors' proprietary or intellectual property rights will result in irreparable injury to Cengage and its licensors for which money damages are inadequate, and you therefore agree that Cengage and its licensors shall be entitled to seek injunctive relief to address such breach, without the requirement of posting a bond, in addition to any other relief that a court may deem proper.

Modifiable Cengage Content

Certain K-12 Products may contain some Cengage Materials that are presented to you in a modifiable format, where your modification of the Cengage Materials is expressly and clearly permitted ("Modifiable Cengage Content").

Subject to your compliance with these K-12 Terms and any use restrictions specified in the applicable Order, and during the term of the applicable K-12 Products, you may: (1) modify and create derivative works of Modifiable Cengage Content, (2) reformat and print copies of Modifiable Cengage Content (including your modifications and derivative works of Modifiable Cengage Content) when the capability to reformat and/or print that Modifiable Cengage Content is made available through the K-12 Products, and (3) use Modifiable Cengage Content (including your modifications and derivative works of Modifiable Cengage Content) solely for the Permitted Use.

Shared Content

Certain K-12 Products may contain Content posted by Cengage and other users (including Your Content) in an area of an applicable Service that is designated as a learning space and/or user community and that is presented to users in a modifiable format and in a manner clearly indicating that modification and distribution for the Permitted Use is permitted ("Shared Content").

Subject to your compliance with these K-12 Terms and any use restrictions specified in the applicable Order, and during the term of the applicable K-12 Products, you may: (1) modify and create derivative works of the Shared Content, and (2) copy, distribute, display, perform, and otherwise use those modifications, derivative works, and Shared Content, by means of any media or delivery technology now known or hereafter devised, solely for the Permitted Use.

Open Content

Certain K-12 Products may contain Content made available through a Creative Commons license (such as Attribution 4.0 International) or similar "open"-style license ("Open License"), as clearly and expressly specified within the K-12 Products ("Open Content"). You will have the rights to use Open Content solely as specified in the associated Open License.

Nothing in these K-12 Terms shall restrict your rights under any Open License to Open Content provided through the K-12 Products.

Your Modifications to Modifiable Content, Shared Content, and Open Content

If you make any modifications to or derivative works of Modifiable Cengage Content, Shared Content, or Open Content, then all such modifications and derivative works shall be considered part of Your Content and are subject to the license and other provisions in the Section entitled “Content” above, as well as all other applicable provisions of these K-12 Terms.

Instructor Use

If you are a teacher or instructor, you may incorporate Cengage Content (including your modifications and derivative works of Modifiable Cengage Content) in: (1) in-class handouts (provided without charge and limited in the number of copies), (2) online classrooms or courses (so long as access to the Cengage Content is limited to matriculated students enrolled in your class who are required to accept these K-12 Terms and enter a unique passcode or other verifiable industry-standard authentication system that ensures each user is individually identified before such access), (3) in-class displays (e.g., via projector, computer monitor or television screen), (4) class outlines or lessons, and (5) non-fee based exams, in each case associated with a course of study (i.e., a class) for which the e-book included in the K-12 Product as specified in an Order has been adopted and is concurrently being used.

Fees

Some K-12 Products and associated Content may be available only if an associated fee has been paid. Unless otherwise specified in the applicable Order, all fees are payable in U.S. dollars. All fees paid are nonrefundable and non-creditable.

Unless another form of payment is specified in the Order, Cengage will bill your credit card (for purposes of these K-12 Terms, the term “credit card” includes a credit card or a debit card) for all applicable fees in advance of Service delivery. You shall provide Cengage with accurate and complete billing information, including your name, address, telephone number, and valid credit card information, and shall promptly notify Cengage of any changes in that information. You acknowledge that the agreement between you and the applicable credit card issuer governs use of your credit card for payment of amounts owed to Cengage, including your rights and obligations as a holder of that card.

Cengage will disclose the applicable payment options at the time you place your Order. You shall select a payment method to pay Cengage for purchases you make for and/or from the applicable K-12 Products. Cengage or Cengage's billing agent may charge your payment method for all amounts due to Cengage without additional notice or consent unless otherwise required by law. Cengage may, in its discretion: (1) post charges to your payment method individually, or (2) aggregate your charges with other purchases you make within the K-12 Products and apply those charges to your next billing cycle.

Except for taxes based on Cengage's net income, if any authority imposes a tax, duty, levy, or fee upon your use of or orders for any K-12 Products, you shall pay that amount as specified in the Order or Cengage's invoice or supply Cengage with exemption documentation. You are also responsible for paying all administrative fees (such as PayPal fees) associated with the K-12 Products and any transactions you entered into in connection with the K-12 Products.

If Cengage does not receive payment from your credit card issuer, upon demand you shall pay all overdue amounts by other means acceptable to Cengage. Cengage may accept other forms of payment, and if Cengage invoices you for K-12 Products, you shall pay to Cengage the amount indicated in each invoice by the due date reflected on the invoice.

If you believe that a billing discrepancy has occurred, unless you notify Cengage in writing within 60 days after the date on which that discrepancy first appeared on your credit card account statement or invoice, as applicable, you waive your right to claim that discrepancy.

Service purchases and subscriptions are nonreturnable and cannot be exchanged. Until your Service is terminated, you will continue to accrue charges for which you remain liable, even if you do not use the K-12 Product.

If you fail to pay according to these K-12 Terms, Cengage may, without prejudice to its other rights and remedies: (1) charge interest on any unpaid amounts on a daily basis from the original due date at the rate of the lesser of 1.5% per month or the maximum amount permissible by law, (2) suspend or terminate your use and/or access to K-12 Products, or both (1) and (2). You shall reimburse Cengage for all reasonable expenses Cengage incurs in collecting past due amounts, including wire transfer fees, collection agency fees, reasonable attorney's fees, and court costs. Cengage may charge a fee for reinstatement of suspended or terminated accounts.

In addition, if you fail to pay according to these K-12 Terms, unless otherwise prohibited by applicable law, you consent and agree that Cengage or its designated third party collection agency may contact you by: (1) phone at one or more of your telephone numbers, including your wireless telephone numbers (in which case you might incur wireless telephone charges under your wireless device plan), (2) text messages (in which case you might incur message and data charges under your wireless device plan) or emails, and/or (3) any other method of contact, including pre-recorded and/or artificial voice messages or an automatic dialing device.

Cengage may from time to time offer K-12 Product promotions and discounts for which you may be eligible, including promotions available for a limited time. Unless otherwise specifically noted, K-12 Product promotional offers and discounts apply to first-time purchasers only. Separate K-12 Terms and conditions may apply to promotional offers and discounts.

Acceptable Use

You may only access the K-12 Products and related Content through the interface provided by Cengage and for lawful purposes. You represent, warrant, and agree that you will not:

1. Use the K-12 Products to commit a criminal offense or to encourage conduct that would constitute a criminal offense or give rise to any third-party claim, or otherwise violate any local, state, federal, or international law or regulation, including export control laws and regulations. Without limiting the foregoing, you agree that you will not use the K-12 Products in connection with the development, design, manufacture or production of nuclear, missile, or chemical or biological weapons;
2. Upload, post, or otherwise transmit any unlawful, threatening, libelous, harassing, defamatory, vulgar, obscene, pornographic, profane, deceptive, or otherwise objectionable Content;
3. Upload, post, or otherwise transmit through, to or otherwise using the K-12 Products any Content that infringes or violates any intellectual property right, publicity right, privacy right, or other right of any third party;
4. Upload, post, or otherwise transmit through, to or otherwise using the K-12 Products any Content that contains any malware, viruses, spyware, worms, or other malicious code or files;
5. Disrupt the normal flow of communication in the K-12 Products or otherwise act in a manner that negatively affects any other users' ability to use or benefit from the K-12 Products;
6. Interfere with or disrupt the K-12 Products or servers or networks connected to the K-12 Products, or violate any requirements, procedures, policies, or regulations of networks connected to the K-12 Products;
7. Access (or attempt to access) any part of the K-12 Products or Content through any automated means (including use of scrapers, scripts, robots, spiders, or web crawlers), or in any way circumvent the navigational structure or presentation of the K-12 Products;
8. Use the K-12 Products for any phishing, trolling, or similar activities, or to redirect users to other sites or encourage users to visit other sites; or to harvest or collect email addresses or other contact information of other users of the K-12 Products by automated or other means;
9. Impersonate or attempt to impersonate Cengage or a Cengage employee, another user, or any other person or entity, or post any information that misrepresents the identity, characteristics or qualifications of you or any other person, including the use of a pseudonym, or misrepresenting current or previous positions, qualifications or affiliations with a person or entity, past or present;
10. Frame or mirror any part of the K-12 Products;
11. Use metatags or code or other devices containing any reference to Cengage or the K-12 Products in order to direct any person to any other website or K-12 Products for any purpose;

12. Use the K-12 Products in a manner contrary to the educational purpose of the K-12 Products, such as by posting answers to test or assessment questions provided through the K-12 Products; or
13. Otherwise use the K-12 Products in violation of these K-12 Terms.

Third-Party Services

The K-12 Products may include services or other technology provided by third parties (“Third-Party Services”). The applicable supplier of any Third-Party Services is an intended third-party beneficiary of these K-12 Terms and may enforce these K-12 Terms directly against you with respect to such Third-Party Services. Alternately, an Order (or activation process) for a Third-Party Service may include or be accompanied by a separate service, license, or other agreement (“Third-Party Agreement”), in which case that Third-Party Service is provided solely under the K-12 Terms of that separate Third-Party Agreement.

Cengage may also provide you with certain “Third-Party Supplier Notices” in connection with the provision of Third-Party Services. The applicable Order (or activation process) for a Third-Party Service may include or be accompanied by Third-Party Supplier Notices.

Placing an Order for a Third-Party Service that includes a separate Third-Party Agreement and/or Third-Party Supplier Notices, or activating a Third-Party Service for which the activation process includes a Third-Party Agreement and/or Third-Party Supplier Notices, constitutes your acknowledgment that you have read and agree to all applicable Third-Party Agreements and Third-Party Supplier Notices. Cengage is not a party to, and is not liable for breaches of, any Third-Party Agreement.

Cengage assumes no obligation or liability for: (1) the functionality or performance of Third-Party Services, including their content, accuracy, or reliability, or (2) the acts and omissions (including with respect to privacy practices) of the suppliers of Third-Party Services. You acknowledge that a Third-Party Agreement might give the applicable third-party supplier rights with respect to your data beyond those allowed by these K-12 Terms or Cengage's Privacy Notice. Cengage does not guarantee that a third-party supplier will comply with its agreement with Cengage or its Third-Party Agreement with you, and Cengage is not required to enforce its agreement with a supplier of Third-Party Services.

Digital Rights Management

A K-12 Product might contain or be accompanied by digital rights management technology or similar security technology designed to protect digital information against piracy and other misuse. You acknowledge that any such technology is not a defect in the K-12 Product. While accessing a K-12 Product, your internet-accessible device may be directly connected to an internet site operated by or on behalf of Cengage in order to upgrade that security

technology. You hereby consent to the use and automatic upgrading of that security technology. You shall not circumvent, reverse-engineer, decompile, disassemble, or otherwise tamper with the security technology contained in or accompanying any Service.

General Practices Regarding Use of K-12 Products and Storage of Your Content

Cengage may establish general practices and limits applicable to your use of the K-12 Products, including the maximum number of days that Your Content is retained in connection with the applicable Service, the maximum storage space allotted on your behalf for such Service, and the maximum number of times (and the maximum duration for which) you are allowed to access the K-12 Product in a given period of time. Cengage may suspend or terminate user accounts for which applicable fees are unpaid, or that are inactive for an extended period of time, with or without notice. Cengage may establish and change these general practices and limits at any time, with or without notice.

You acknowledge that the K-12 Products are not designed or intended to be used as part of a disaster recovery facility or an emergency data storage facility. Although Cengage takes reasonable precautions to preserve and protect Your Content, you shall not rely on the K-12 Products as your only storage means. You should make and preserve your own backup copies of Your Content. Cengage is not liable for damage to, deletion of, or failure to store, Your Content.

Disclaimer of Warranties

The K-12 Products and Cengage Materials are provided by Cengage on an "as is" and "as available" basis. Cengage makes no representations or warranties of any kind, express or implied, as to the K-12 Products, Cengage Materials, or other information, content or materials made available through the K-12 Products, including the Cengage Modifiable Content, Shared Content, Open Content, Third-Party Services, or Collaboration Tools (collectively, the "K-12 Products Items"). You agree that your use of the K-12 Products, Cengage Materials, and K-12 Products Items is at your sole risk. The K-12 Products, Cengage Materials and K-12 Products Items could include inaccuracies or typographical errors. Advice received via the K-12 Products, Cengage Materials, and K-12 Products Items is informational only, does not constitute medical, legal, tax, financial, or other professional advice, and should not be relied upon for personal, medical, legal, or financial decisions. You should consult an appropriate professional for specific advice tailored to your situation. Cengage does not warrant or make any representations regarding the use of or the result of the use of any K-12 Products, Cengage Materials or K-12 Products Items in K-12 Terms of their correctness, accuracy, reliability, or otherwise, and you (and not Cengage) assume the entire cost of all necessary servicing, repair and correction.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, CENGAGE DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. CENGAGE DOES NOT WARRANT THAT THE K-12 PRODUCTS, CENGAGE MATERIALS, OR K-12 PRODUCTS ITEMS WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE K-12 PRODUCTS, CENGAGE MATERIALS, OR K-12 PRODUCTS ITEMS OR THE SERVERS THAT MAKE THEM AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

Limitation of Liability

Neither Cengage nor its suppliers, nor their respective directors, employees, officers or representatives will be liable for any damages of any kind arising from the use of or inability to use the K-12 Products, Cengage Materials, or K-12 Products Items including, but not limited to, any direct, indirect, incidental, special, consequential, exemplary or punitive damages, or any lost profits, lost data, or loss of revenue. Without limiting the foregoing, Cengage's total liability will at all times be limited to the fees you have paid to Cengage for the K-12 Products at issue during the prior three (3) months. The limitations in this paragraph shall apply to the extent permitted by applicable law.

You agree that Cengage is in no way responsible or liable for any grade or assessment you may receive through or otherwise related to any K-12 Products.

Indemnification

YOU AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS CENGAGE, ITS AFFILIATES AND SUPPLIERS, AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES AND REPRESENTATIVES, FROM ANY AND ALL DEMANDS, CLAIMS, ACTIONS, DAMAGES, LOSSES, LIABILITIES, COSTS AND EXPENSES, INCLUDING ATTORNEYS' FEES AND COURT COSTS, DIRECTLY OR INDIRECTLY ARISING OUT OF OR IN CONNECTION WITH YOUR ACCESS OR USE OF THE K-12 PRODUCTS, CENGAGE MATERIALS, OR K-12 PRODUCTS ITEMS; ANY CLAIMS RELATED TO YOUR CONTENT; OR YOUR VIOLATION OF ANY OF THESE K-12 TERMS. This paragraph shall survive any expiration or termination of these K-12 Terms.

Collaboration Tools

The K-12 Products may include comment areas, message forums, chat areas and other collaboration tools ("Collaboration Tools"). You agree to use all Collaboration Tools in good faith and not in support of any business venture or entity. Cengage disclaims all responsibility and endorsement and makes no representation as to the validity of any opinion, advice, information or statement made or displayed in any Collaboration Tools. Cengage is not responsible for any errors or omissions in Content provided through

Collaboration Tools, including any hyperlinks embedded in any such Content. Under no circumstances will Cengage, or its affiliates, suppliers or agents be liable for any loss or damage caused by the Collaboration Tools, including your reliance on information obtained through the Collaboration Tools. The opinions expressed in or through any Collaboration Tools are solely the opinions of the participants, and do not reflect the opinions of Cengage.

Internet Links

Some links within the K-12 Products may lead to websites controlled by third parties.

Because Cengage has no control over these websites, Cengage is not responsible for such websites' content or accessibility via the internet and does not endorse products, K-12 Products, or information provided by such websites. Cengage shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with, use or reliance on any Content, goods, or K-12 Products available on or through any other website. Further, the inclusion of these links does not imply that there is any relationship between Cengage and the linked websites. Reference to other companies does not imply any partnership, joint venture, or other legal connection where Cengage would be responsible for the actions of their respective owners.

Privacy and Your Information

Cengage processes personal information as defined by the applicable law where you live ("PI") in our K-12 Products for several reasons, and only when Cengage has a legal basis for doing so, such as fulfillment of a contractual obligation or with consent.

Cengage may process PI under legitimate interest as long as such legitimate interest does not outweigh or infringe on the rights and freedoms of its customers.

Cengage may use profiling or analytics in the K-12 Products for use such as assessments and engagement; please note that human intervention is always possible to override any automated decision making.

Cengage may also use customer activity reports, analytics data, usage logs, and other similar information to determine how customers interact with Cengage's K-12 Products and make improvements to the K-12 Products.

Cengage respects the rights of European Economic Area (EEA) residents to access, correct and request erasure or restriction of their personal information as required by law. If you are a resident of the EEA, you generally have a right to know whether or not Cengage maintains your PI. If your information is incorrect or incomplete, you have the right to ask Cengage to update it. You have the right to object to Cengage's processing of your PI. You may also ask Cengage to delete or restrict your PI.

To exercise these rights, please contact Cengage via email at privacy@cengage.com and a member of Cengage's Privacy Team will assist you. Please understand that Cengage may need to verify your identity before processing your request.

If you are an educator, parent, or student, Cengage is a K-12 Product provider to your school or organization; please reach out to the appropriate contact at your school or organization with questions or inquiries. This notice does not cover other organizations' websites that may be accessible via links through our K-12 Products. These websites have their own privacy policies and we encourage you to read them.

Cengage occasionally may notify users of its K-12 Products of significant announcements regarding the operation of the K-12 Products (whether or not they have opted out of receiving marketing communications from Cengage as further described in Cengage's Privacy Notice).

Some activities within the K-12 Products might request you and other users to submit information that is tabulated and stored in a database and used to produce statistics that are integral to the educational value of these activities. If the requested information is personally identifiable, your specific responses remain confidential and Cengage will not associate those responses with your name, email address, or other personally identifiable information. You hereby consent to including in (and Cengage's disclosure of) any such statistical analysis the information that you submit while participating in any such activity.

For further information about Cengage's privacy and data protection practices, please read Cengage's [Privacy Notice](#). This Privacy Notice explains how Cengage treats your personal information when you use the K-12 Products. You agree to the use of your personal data in accordance with Cengage's Privacy Notice.

To the extent that any third-party website accessible through the K-12 Products has different privacy practices, K-12 Terms or conditions, those practices, K-12 Terms or conditions will be explained at that website and will apply to that website, in lieu of these K-12 Terms and Cengage's Privacy Notice.

Accessibility

Cengage provides a variety of programs and K-12 Products to help make its educational materials accessible to users of all abilities. For additional information regarding Cengage's accessibility initiatives, see <https://www.cengage.com/accessibility>.

Responsible Disclosure Surrounding Security

If you are a security researcher and have discovered a vulnerability in one of our K-12 Products, Cengage appreciates your help in reporting it to Cengage in a responsible and private manner.

Any identified vulnerability in our K-12 Products should be reported to security@cengage.com. Reported vulnerabilities will be triaged by Cengage's Compliance and Security Team. To allow Cengage to best analyze the vulnerability, please include the following:

- URL of the vulnerable endpoint
- Type and description of vulnerability
- Steps to reproduce the vulnerability
- Your email address and any other pertinent contact information

Cengage does not want to limit the visibility we have into security risks in our K-12 Products. However, to protect our users and systems, you are prohibited from:

- Accessing, downloading, modifying, or removing data of accounts that do not belong to you;
- Performing any penetration testing on the sites in which the K-12 Products are provided or accessed;
- Performing any denial of service (DoS) attack, including a distributed DoS (DDoS) attack or other attack that would degrade the K-12 Products;
- Uploading or posting malicious software;
- Engaging in social engineering of other users, Cengage employees, or Cengage partners, of any kind, including phishing;
- Sending unsolicited communications, including emails, in-application chats, and SMS;
- Testing any third-party applications, websites, or K-12 Products that integrate or link to the K-12 Products. and
- Physical attempts to access Cengage property or any data centers used to provide the K-12 Products.

Cengage does not currently participate in or offer a bug bounty program. You agree that you are not entitled to any compensation in relation to vulnerability identification or disclosure.

If you identify a valid vulnerability and comply with these K-12 Terms, Cengage will:

- Acknowledge the receipt of your vulnerability report;
- Work with you to understand and document the issue;
- Address the risk as deemed appropriate by Cengage;
- Not suspend or terminate your account; and
- Not pursue legal action against you.

Termination

You agree that Cengage may terminate, suspend, or block your use of all or part of the K-12 Products, without liability or refund, if in Cengage's sole determination you have breached

these K-12 Terms. You agree that upon termination of your participation in the K-12 Products for any reason, Cengage may delete all information related to you on or within the K-12 Products and may prevent your continued access to and use of the K-12 Products.

In order to protect the integrity of the K-12 Products, Cengage reserves the right at any time in its sole discretion to block users from certain IP addresses from accessing the K-12 Products.

Feedback

You acknowledge and agree that any questions, comments, suggestions, ideas, feedback, or other information submitted to Cengage relating to modifying or improving the K-12 Products (“Feedback”), whether solicited or unsolicited, are non-confidential. Cengage may use Feedback for any purpose, commercial or otherwise, without acknowledgment or compensation to you. You grant to Cengage a worldwide, non-exclusive, royalty-free, perpetual, irrevocable, transferable, sublicensable license to use Feedback, and in the event perpetual license K-12 Terms are not allowed by law, the term shall be for the longest period as allowed by applicable law.

Changes to These K-12 Terms

Cengage may change these K-12 Terms from time to time. When these changes are made, Cengage will make a new copy of these K-12 Terms available through the K-12 Products. You understand and agree that your use of the K-12 Products after the date on which these K-12 Terms have changed constitutes acceptance of the updated K-12 Terms.

Miscellaneous

All disputes arising out of or relating to these K-12 Terms, including all intellectual property issues and your rights and obligations, shall be governed by the laws (without regard to any conflicts of laws rules) and shall be subject to exclusive jurisdiction as set forth in the following paragraphs, based on your country of residence. Each party waives any objection to the identified venue or jurisdiction:

If you reside in the United States of America or any other country not stated below:

The laws of the United States of America and the State of New York shall apply, with exclusive jurisdiction in the state or federal courts of New York County, New York.

If you reside in the United Kingdom or in EMEA or India:

The laws of England shall apply, with exclusive jurisdiction of the English courts.

If you reside in Australia or Asia (excluding India):

The laws of Australia shall apply, with exclusive jurisdiction in Australia courts.

The parties agree that the United Nations Convention on Contracts for the International Sale of Goods shall not apply to these K-12 Terms and is expressly excluded.

K-12 Products and Content are not available in all languages or in all countries. Cengage makes no representation that the K-12 Products, Cengage Materials, or K-12 Products Items are appropriate or available for use in any particular location. To the extent you choose to access the K-12 Products, you do so at your own risk and are responsible for compliance with any applicable laws, including applicable local laws.

These K-12 Terms are personal to you and you may not assign them or your rights or obligations under them to anyone. If any provision of these K-12 Terms is invalid or unenforceable under applicable law, the remaining provisions will continue in full force and effect. Cengage may assign its rights and obligations, or these K-12 Terms, in whole or in part.

The failure of Cengage to exercise or enforce any right or provision of these K-12 Terms does not constitute a waiver of such right or provision. No waiver of any term of these K-12 Terms by Cengage shall be deemed a further or continuing waiver of such term or any other term.

You and Cengage acknowledge and agree that no partnership, agency, joint venture, or employment relationship is formed between you and Cengage by your use of the K-12 Products, and neither you nor Cengage have the power or the authority to obligate or bind the other.

Cengage shall not be liable for any failure or delay in the performance of its obligations due to causes beyond its reasonable control, including but not limited to, war, terrorism, sabotage, insurrection, riot or other act of civil disobedience, strikes or other labor shortages, act of any government affecting the K-12 Terms hereof, accident, fire, explosion, flood, hurricane, severe weather or other disaster.

These K-12 Terms along with any applicable Order and Supplemental Terms constitute the entire understanding between the parties pertaining to their subject matter, and any prior or other contemporaneous written or oral agreements between the parties are expressly superseded.

Any FAQs or similar documents included in or associated with the K-12 Products are for informational purposes only and are not deemed to be part of these K-12 Terms.

If Cengage provides a translation of the English language version of these K-12 Terms, the translation is provided solely for convenience, and the English version shall prevail.

When the term “including” is used in these K-12 Terms, it shall be interpreted to mean “including, without limitation,” so that the items after the term “including” are understood to be illustrative only and not a complete list.

Notice and Procedure for Making Claims of Copyright Infringement

Note: the following information is provided exclusively for notifying Cengage that your copyrighted material might have been infringed. All other inquiries, such as requests for technical assistance, will not receive a response through this process.

Pursuant to the Digital Millennium Copyright Act, Title 17, United States Code, Section 512(c), to be effective, written notification ("Notification") of claimed copyright infringement must be submitted to the following **Agent Designated to Receive Notification of Claimed Infringement:**

Laura Stevens
Legal Department, Cengage Learning, Inc.
200 Pier Four Blvd
Boston, MA 02210
Phone: (617) 289-7700
infringements@cengage.com

To be effective, the Notification must include the following:

1. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
2. Identification of the copyrighted work claimed to have been infringed, or if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
3. Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit the service provider to locate the material;
4. Information reasonably sufficient to permit the service provider to contact the complaining party, such as an address, telephone number, and if available, an electronic mail address at which the complaining party may be contacted;
5. A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
6. A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Supplemental Terms for Products

MindTap

Instructor Use: If you are a teacher or instructor, you may incorporate Cengage Content (including your modifications and derivative works of Modifiable Cengage Content) in: (1) in-class handouts (provided without charge and limited in the number of copies), (2) online classrooms or courses (provided access to the Cengage Content is limited to matriculated students enrolled in your class who are required to accept the Cengage Terms of Use including these Supplemental Terms and enter a unique passcode or other verifiable industry-standard authentication system that ensures each user is individually identified before such access), (3) in-class displays (e.g., via projector, computer monitor or television screen), (4) class outlines or lessons, and (5) non-fee based exams, in each case associated with a course of study (i.e., a class) for which the e-book included in the Service as specified in an Order (“Title”) has been adopted and is concurrently being used (“Course”).

Institution Subscription: This Section applies only if an applicable Order specifies that you are acquiring a Service subscription for an institution. Subject to your payment of the applicable fees and taxes, you may authorize your students, faculty, and administrative staff (collectively, “Authorized Users”) to access and use the applicable Service for non-commercial educational or instructional use, on condition that those Authorized Users accept the Cengage Terms of Use including these Supplemental Terms before or during their first use of that Service. For Service subscriptions that include a limit on the number of Authorized Users, Authorized Users includes all individuals authorized to use the Service, regardless of whether any such individual is actively using that Service at a particular time. You shall ensure that Authorized Users and any other person that uses the Service through the use of your password and account comply with the Cengage Terms of Use including these Supplemental Terms. You shall take all reasonable precautions necessary to safeguard against unauthorized access and use of the Service through your password and account, including ensuring that an Authorized User ceases use of the Service after that Authorized User is no longer associated with your institution.

Special Provisions Applicable to Developer Offerings

Cengage collaborates with developers to offer them the use of the Service to develop services and/or content designed to enhance your experience with the Service (“Developer Offering”).

Developer Offerings are not provided under these Terms, but are instead provided under separate terms that are included or accompany the Order (or the activation process) for a given Developer Offering (“Developer Offering Terms”). Placing an Order for a Developer Offering that includes Developer Offering Terms, or activating a Developer Offering for which the activation process includes Developer Offering Terms, will be deemed to constitute your acknowledgment that you have read and agree to all applicable Developer Offering Terms, including those provided only in the English language. You acknowledge that

Cengage is not a party to, and Cengage is not liable for breaches of, any Developer Offering Terms, and that Cengage is an intended third-party beneficiary of, and may enforce directly against you, all such Developer Offering Terms.

When you use a Developer Offering, Cengage or the Service may furnish the following information about you to the Developer Offering: (1) your role (for example, instructor or student); (2) your institution or organization; (3) your name; (4) your user ID (for example, email address); (5) the ISBN of the Services you ordered and the ISBN of the Title's corresponding physical textbook; (6) your Course ID (identifying the type of Course in which you are enrolled, for example, Introduction to Chemistry) and course key (an instructor-created identifier used by students to register for that instructor's Course); and (7) your Course's Snapshot ID (an ID generated by the Service that identifies the specific Course for which the applicable Title has been adopted, for example, "Professor Smith's Introduction to Chemistry class at State University"). The Developer Offering Terms between you and the applicable Developer (and not these Terms) governs the use, storage, and transfer by that Developer and its Developer Offering of Your Content and your other information. You acknowledge that the Developer Offering Terms with a Developer might give the Developer rights with respect to your data beyond those allowed by the Developer's agreement with Cengage and beyond those allowed by the Cengage Terms of Use including these Supplemental Terms or Cengage's Privacy Notice. Cengage does not guarantee that each Developer will comply with its developer agreement with Cengage or its Developer Offering Terms with you, and Cengage is not required to enforce a developer agreement against a Developer.

A Developer Offering is either a Cengage-Hosted Developer Offering or a Developer-Hosted Developer Offering. Cengage's only obligations with respect to Developer Offerings are to: (1) obtain and collect payment for your Developer Offering Order, and (2) host and provide you with online access to the functionality of Cengage-Hosted Developer Offerings in the same manner that Cengage hosts and provides you with online access to the functionality of Services developed by Cengage. Cengage is not responsible or liable for: (1) the availability, delivery, functionality, or performance of Developer Offerings, including their content, accuracy, or reliability or (2) the acts and omissions (including privacy practices) of the developers of Developer Offerings.

WebAssign

WebAssign, a Cengage Service made available at www.webassign.com, includes online homework delivery, grading, and assessment functionality, and is available to instructors through paid subscription, for specified classes and time durations. The main purpose of the WebAssign Service is to provide instructors with a secure, accessible platform in which to assign and grade homework and assessments, in order to assess student performance and comprehension. The WebAssign Service can also be used for quizzes, tests, labs, and self-

study depending on the instructor's application of the WebAssign Service. In the WebAssign Service, course materials, including textbooks, questions, answers, multimedia files, and ebooks, are accessible to students between the start and end dates, set by the instructor, of the courses for which access has been purchased. This restriction applies to single-semester access, multi-semester access, and Lifetime Of Edition access ("Lifetime of Edition" means that the student has access to course materials whenever that student is enrolled in a course within the same institution where the same edition of such materials is being used).

The WebAssign Service may be used only in conjunction with an educational course offering in which you are enrolled or which you are teaching or administering, as applicable.

WebAssign IDs

Student usernames and passwords may be provided to WebAssign for use with the WebAssign Service by the instructor (or, if the instructor chooses and if available, by self-enrollment functionality). WebAssign determines any applicable institution code. You should change your password before starting to use the WebAssign Service, to prevent unauthorized access to your assignments. To facilitate communication between WebAssign and users of the WebAssign Service, and for retrieval of login information, we use email addresses.

If your WebAssign Services account has been set up by your instructor or other administrator, your instructor or administrator may be able to access or disable your account. WebAssign shall have no liability for any acts or omissions of your instructor or other administrator.

Shared Content

You may be able to specify that Shared Content is generally available for use by all other WebAssign Service users, or only to the WebAssign Service users that you specifically allow to use the Shared Content.

Aplia Courses

This Section applies only if an applicable Order specifies that you are purchasing access to one or more Aplia Courses.

Full refunds are granted automatically when a course (each such course, an "Aplia Course") that uses www.aplia.com or any successor website (the "Aplia Website") is cancelled by your university or institution. Otherwise, you may receive a full refund of amounts paid by you for an Aplia Course by requesting that refund within the applicable grace period after the start of the Aplia Course. The length of the applicable grace period is three days for each week in the Aplia Course up to a maximum grace period of three weeks (21 days). There is no grace

period for Aplia Courses less than one week in duration or that contain only experiments. To request a refund please contact us via email at <http://support.cengage.com> or by phone at 866-994-2427.

Refunds or exchanges are only available for non-electronically delivered products within 30 days of purchase. Returns must be in saleable condition and sent via a prepaid method to Cengage Learning at the following address: Cengage Learning, 10650 Toebben Drive, Independence, KY 41051.

Your right as a student to use and access the Aplia Website with respect to a specific Aplia Course will terminate on the earlier to occur of: (1) cancellation of that Aplia Course, or (2) 14 days after the date that Aplia Course ends (as established by the instructor teaching the Aplia Course).

You acknowledge that the Aplia Website might be unavailable on one or more occasions, including time periods during which the Aplia Website is scheduled to be unavailable for use due to preventive maintenance or upgrades.

You may contact <http://support.cengage.com> with any questions relating to the Aplia Website.

Aplia may at its discretion and without notice deny any user access to any part of the Aplia Website.

SAM

Instructor Use: If you are a teacher or instructor, you may incorporate Cengage Content (including your modifications and derivative works of Modifiable Cengage Content) in: (1) in-class handouts (provided without charge and limited in the number of copies), (2) online classrooms or courses (provided access to the Cengage Content is limited to matriculated students enrolled in your class who are required to accept the Cengage Terms of Use including these Supplemental Terms and enter a unique passcode or other verifiable industry-standard authentication system that ensures each user is individually identified before such access), (3) in-class displays (e.g., via projector, computer monitor or television screen), (4) class outlines or lessons, and (5) non-fee based exams, in each case associated with a course of study (i.e., a class) for which the e-book included in the Service as specified in an Order (“Title”) has been adopted and is concurrently being used (“Course”).

Institution Subscription: This Section applies only if an applicable Order specifies that you are acquiring a Service subscription for an institution. Subject to your payment of the applicable fees and taxes, you may authorize your students, faculty, and administrative staff (collectively, “Authorized Users”) to access and use the applicable Service for non-commercial educational or instructional use, on condition that those Authorized Users accept the Cengage Terms of Use including these Supplemental Terms before or during their first

use of that Service. For Service subscriptions that include a limit on the number of Authorized Users, Authorized Users includes all individuals authorized to use the Service, regardless of whether any such individual is actively using that Service at a particular time. You shall ensure that Authorized Users and any other person that uses the Service through the use of your password and account comply with the Cengage Terms of Use including these Supplemental Terms. You shall take all reasonable precautions necessary to safeguard against unauthorized access and use of the Service through your password and account, including ensuring that an Authorized User ceases use of the Service after that Authorized User is no longer associated with your institution.

Fonts

You may use the fonts embedded in the Service to display and print Cengage Content provided in the Service. You may temporarily download the fonts to a printer or other output device to print content, and you may embed fonts in Content only as permitted by the embedding restrictions in the fonts.

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.