

June 9, 2021

Classcraft
165 Willington N #220
Sherbrooke QC, J1H 5B9



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

Dear Lauren Young,

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, **Classcraft**, as part of instructional activities and would like to continue to do so. There is a new Illinois law, named the Student Online Personal Protection Act, 105 ILCS 85, ("SOPPA"), that establishes new student data privacy requirements for providers (or operators) of educational technology. Information and resources about SOPPA are available from multiple sources including the Illinois Student Privacy Alliance (www.sdpc.a4l.org) and the Learning Technology Center of Illinois (<https://ltechillinois.org/services/dataprivacy/>). In addition, a copy of the law can be accessed on the Illinois legislature [website](#).

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

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

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

ISU proposes to modify the software terms and conditions (attached at Attachment 1) to include an addendum incorporating SOPPA, Illinois Procurement Code, and ISU requirements (attached at Attachment 2). SOPPA requires that public schools must make copies of written agreements with operators available on the school's websites.

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

Sincerely,



Ernest Olson
Director of Purchases

Vendor Acceptance of University Laboratory School Software Addendum

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



Acknowledged & Accepted:

Vendor / Operator Signature:

 _____
Signature Date

Print Name & Title

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

Terms of Use

 classcraft.com/terms-of-use

Last updated: November 13, 2018. You can see past versions of our Terms [here](#) on Github.

1. **DEFINITIONS**

1. "**Consent**" shall mean advance written consent from all parents whose children will be accessing the Services;
2. "**Content**" shall mean all materials (including User Submissions) displayed or performed as part of the Services, including but not limited to text, graphics, articles, photographs, images, videos, animations, illustrations, music, sound effects, quests stories;
3. "**COPPA**" shall have the meaning ascribed to it in paragraph 4.1.4;
4. "**Game Master**" shall mean yourself, as manager of all aspects of the Services within the Licensed Class;
5. "**Input**" shall mean any data input by you into the Services, including, but not limited to, any powers, functions or features assigned to characters or any events used to win or lose points;
6. "**Licensed Class**" shall mean one set of course materials taught to one group of students at the same time in the school indicated in the teacher registration process or, if modified, in the teacher profile, over a period not exceeding twelve months, by the teacher signing this agreement. This license does not extend to any classes not personally taught in whole or in part by the teacher signing this agreement at the school they have indicated;
7. "**Licensed Classes**" shall mean any (all) Licensed Class(es) taught by the teacher using the Teacher User ID associated with this agreement;
8. "**Multi-Class Features**" shall mean those features allowing students to use the same student accounts in more than one Licensed Class, either with the same teacher or with different teachers at the same school;
9. "**Parent(s)**" shall be defined as
 - the lawful and natural father or mother of a minor
 - the lawfully adoptive father or mother of a minor, or
 - the legal guardian of a minor,
who is student in a Licensed Class;
10. "**Payment Method**" shall be selected by the teacher upon initiating this agreement, and may be changed at any point thereafter, but must be one of the methods currently offered by Classcraft in its sign-up process, which may change from time to time.
11. "**Payment Plan**" shall be either monthly or annual as per section 10.5 of this agreement.
12. "**Privacy Policy**" shall mean Classcraft's current Privacy Policy, which can be consulted at <https://www.classcraft.com/privacy-policy>, as amended, supplemented, restated and/or updated from time to time;

13. "**Services**" shall mean the Website and domain name, all other websites and domain names affiliated with Classcraft and any other linked pages, features, content or application services offered from time to time by Classcraft, and shall include, without limitation, any service Classcraft performs for you and the Content offered by Classcraft on the Website, via the iOS app, the Android app or any other platform;
14. "**Student Terms of Service**" shall mean Classcraft's current Student Terms of Service, which can be consulted at <https://www.classcraft.com/terms-of-use/#student>, as amended, supplemented, restated and/or updated from time to time;
15. "**Teacher User ID**" shall mean a password and user name for the use of the Services;
16. "**Teacher Submissions**" shall mean information or Content including but not limited to assignments, quizzes or quests posted by or on behalf of yourself via the Website, iOS app, Android app or submitted to third party sites;
17. "**Student Submissions**" shall mean information or Content posted by the students in the Licensed Class via the Website, iOS app, Android app or otherwise provided to Classcraft in connection with the Services;
18. "**User Submissions**" means together, Teacher Submissions and Student Submissions; and
19. "**Website**" shall mean the classcraft.com website and any related websites and apps including the iOS app and Android app.

2. *Ownership of and Access to the Services*

1. The Services are owned and operated by Classcraft.
2. Classcraft may change, suspend or discontinue all or any part of the Services at any time, may impose limits on certain features and services, or restrict your access to parts or all of the Services without notice or liability.
3. Classcraft reserves the right, in its sole discretion, to modify this Agreement at any time by sending you a notice in advance via email, as outlined in the Classcraft Privacy Policy. You shall be responsible for reviewing and becoming familiar with any such modifications. Your use of the Services or the Website following such notification constitutes your acceptance of the terms and conditions of this Agreement as modified.
4. You shall be responsible for obtaining and maintaining any equipment or ancillary services needed to connect to, access, or otherwise use the Services, including, without limitation, modems, hardware, software, projection equipment, internet access and telephone service, and shall be responsible for ensuring that such equipment or ancillary services are compatible with the Services.
5. You acknowledge that you are responsible for the security of your user id and password and agree to keep these confidential. As well, you agree not to issue student or parent access in an insecure manner, or to students and parents of students who are not part of your class.

3. *Scope of License*

1. You are authorized under this Agreement to use the Services for Licensed Classes only.
2. You are licensed to access the Services from a maximum of two devices simultaneously.
3. You agree not to allow others to use your Teacher User ID for classes other than the Licensed Classes covered by this agreement.

4. *Your Role*

1. Role as Teacher

1. You acknowledge that as a teacher you will be responsible for granting access to the Services to the students in the Licensed Classes and their Parents. You agree that access to the Services will not be granted outside yourself, the students in the Licensed Class, their Parents and the administration of the school you are employed by (if applicable).
2. You acknowledge and agree to supervise students' access to the Services in order to ensure that the Services will be used in accordance with the Student Terms of Service at <https://www.classcraft.com/terms-of-use/#student>.
3. Classcraft recommends that you print a copy of the Student Terms of Service and a copy of the Privacy Policy at <https://www.classcraft.com/privacy-policy> for each minor student to bring to their parent(s) or guardian(s).
4. If you are teaching in the United States of America, you represent and warrant that you are solely responsible for complying with the *Child Online Privacy Protection Act* ("COPPA"), which requires parental consent for online collection of personal information from children under 13. When obtaining Consent, you must provide parents with a copy of our [Privacy Policy](#). You must keep signed Consents on file and provide them to Classcraft upon our request. For more information on COPPA, please see <https://www.ftc.gov/tips-advice/business-center/privacy-and-security/children%27s-privacy>. A sample consent form can be found at <https://help.classcraft.com/hc/en-us/articles/218411437-Classcraft-and-COPPA>.
5. As a teacher, you are responsible to monitor and manage all User Submissions. Classcraft does not monitor or manage User Submissions and is not responsible in any way for User Submissions. You accept sole responsibility to ensure that User Submissions meet the following guidelines:
 - User Submissions must not include any communication or solicitation designed or intended to obtain password, account or private information from any user of the Services.
 - User Submissions must not include any illegal material, including any material that may be considered threatening or obscene.
 - User Submissions must not include any software or software code that may be executed from within the Services.

6. As a teacher, you are responsible for issuing invitations to participate in the Services to Parents, thereby giving them access to the student information for their child, children or any minor for whom they are legally responsible. You agree that you will not issue such invitations to anyone other than the Parents of your students as defined in this agreement. You acknowledge that these invitations are designed to grant access to the personal information of the related student(s), and that failure to comply with this section will be a breach of the Classcraft Privacy Policy and may result in termination of this agreement.
 7. As a teacher, you have the option to use the Multi-class Features allowing other teachers who teach the same students to link their Licensed Classes to the student accounts in your Licensed Classes. You agree that you will only use this feature with teachers teaching at the same school as you.
2. Role as Game Master
1. You acknowledge that you are the Game Master. This responsibility includes all customizable features, all awarding of either positive or negative consequences, and all in-class and online dialogue and communication of any sort between students and teachers.
 2. You agree that you will execute your role as Game Master in a diligent, fair and equitable manner without misuse or abuse of the power of the Game Master. Classcraft reserves the right to terminate the license of any teacher who Classcraft determines has misused or abused this power. Classcraft shall have complete and final authority in this matter.

5. *Privacy Policy*

1. For information regarding Classcraft's treatment of personally identifiable information, please review the Privacy Policy (located at this address: <https://www.classcraft.com/privacy-policy/>), which is hereby incorporated into this Agreement by reference.

6. Website Content & User Submissions Website Content

1. The Website and Content are intended solely for the educational use of Website users and may only be used in accordance with the terms of this Agreement. Content is protected by copyright and other intellectual property laws.
2. You shall abide by all copyright notices, trademark rules, information, and restrictions contained in any Content accessed through the Services, and shall not use, copy, reproduce, modify, translate, publish, broadcast, transmit, distribute, perform, upload, display, license, sell or otherwise exploit for any purposes whatsoever any Content or third party submissions or other proprietary rights not owned by you (i) without the express prior written consent of the respective owners, and (ii) in any way that violates any third party right.
3. The Website is protected by copyright as a collective work and/or compilation under copyright laws and international conventions. You may not modify, publish, transmit, participate in the transfer or sale of, reproduce (except as expressly provided in this Section 6), create derivative works based on, distribute, perform, display, or in any way exploit, any of the Content, software, materials, or Services in whole or in part.
4. You may download or copy the Content (and other items displayed on the Website for download) for use within the Licensed Classes only or for personal home-use only, provided that you maintain all copyright and other notices contained in such Content, but shall not store any significant portion of any Content in any form. Copying or storing of any Content other than for the purposes licensed by this document is expressly prohibited without prior written permission from Classcraft or from the copyright holder identified in such Content's copyright notice.
5. You acknowledge that all Content accessed by you using the Services is at your own risk and you will be solely responsible for any damage or loss to any party resulting therefrom. Under no circumstances will Classcraft be liable in any way for any Content, including, but not limited to, any errors or omissions in any Content, or any loss or damage of any kind incurred in connection with use of or exposure to any Content posted, emailed, accessed, transmitted, or otherwise made available via the Services.

User Submissions

6. In the course of using the Services, you and other users may post or upload User Submissions to teacher forums or other forums. You shall be solely responsible for Teacher Submissions and the consequences of posting, publishing or distributing User Submissions on or through Our Website. In connection with each User Submission that you post, you affirm, represent, and warrant that: (i) you own or have the necessary licenses, rights, consents, and permissions to use and authorize us to use all patent, trademark, trade secret, copyright or other proprietary rights in and to any and all such submissions to enable inclusion and use of such submissions in the manner contemplated by this Agreement; and (ii) you have the written consent, release, and/or permission of each and every identifiable individual person in such submissions to use the name or likeness of each and every such identifiable individual person to enable inclusion and use of such submissions in the manner contemplated by us and this Agreement. In furtherance of the foregoing, you agree that you will not: (i) submit Content that is copyrighted, protected by trade secret or otherwise subject to third party proprietary rights, including privacy and publicity rights, unless you are the owner of such rights or have permission from their rightful owner to post and distribute the material and to grant us all of the rights granted herein; (ii) publish falsehoods or misrepresentations that could damage us or any third party; (iii) use the Website, including any content thereon, to harm minors or anyone in any way; (iv) impersonate any person or entity, including, but not limited to, any of our officials, or falsely state or otherwise misrepresent your affiliation with a person or entity; (v) submit material that is unlawful, obscene, defamatory, libelous, threatening, pornographic, harassing, hateful, racially or ethnically offensive, or encourages conduct that would be considered a criminal offense, give rise to civil liability, violate any local, provincial, state, national, or international law, or is otherwise inappropriate; (vi) post advertisements or solicitations of business; or (vii) collect or store personal data about users without their express consent or in connection with the prohibited conduct and activities set forth above.
7. Information and content uploaded to teacher forums or other forums will be visible to other users and may also be published by Classcraft in connection with the Services. You understand that by posting User Submissions to these forums or otherwise providing User Submissions, Classcraft hereby is and shall be granted a non-exclusive, worldwide, royalty free, perpetual, irrevocable, and transferable right to fully exploit such User Submissions (including all related intellectual property rights) and to allow others to do so; however, Classcraft will only share your personally identifiable information in accordance with the Privacy Policy.

Content Responsibility

8. You also hereby do and shall grant each user of the Services a non-exclusive license to access your User Submissions through the Services, and to use, modify, reproduce, distribute, prepare derivative works of, display and perform such User Submissions as permitted through the functionality of the Services and under this Agreement. Furthermore, you understand that Classcraft retains the right to reformat, modify, create derivative works of, excerpt, and translate any User Submissions submitted by you, subject to the terms of the Privacy Policy.
9. You understand that all information publicly posted or privately transmitted through the Services is the sole responsibility of the person from which such information originated and that Classcraft will not be liable for any errors or omissions in any information.
10. You understand that Classcraft cannot guarantee the identity of any other users with whom you may interact in the course of using the Services. Additionally, Classcraft cannot guarantee the authenticity of any data that users may provide about themselves.
11. You acknowledge that all Content accessed by you using the Services is at your own risk and you will be solely responsible for any damage or loss to any party resulting therefrom. Under no circumstances will Classcraft be liable in any way for any Content, including, but not limited to, any errors or omissions in any Content, or any loss or damage of any kind incurred in connection with use of or exposure to any Content posted, emailed, accessed, transmitted, or otherwise made available via the Services.

7. Your Warranties

1. You acknowledge and agree that any Input shall belong to Classcraft without any obligation to pay compensation of any kind to you. You hereby assign and agree to assign to Classcraft all rights and interest in and to the Input, and waive and agree not to exercise any moral rights with respect to the Input.
2. You shall be solely responsible for your Submissions and the consequences of posting, publishing or distributing your Submissions on or through the Website. In connection with each Submission by you, you affirm, represent, and warrant that: (i) you own or have the necessary licenses, rights, consents, and permissions to use and authorize us to use all patent, trademark, trade secret, copyright or other proprietary rights in and to any and all such submissions to enable inclusion and use of such submissions in the manner contemplated by us and these Terms; and (ii) you have the written consent, release, and/or permission of each and every identifiable individual person in such submissions to use the name or likeness of each and every such identifiable individual person to enable inclusion and use of such submissions in the manner contemplated by us and these Terms. In furtherance of the foregoing, you agree that you will not: (i) submit Submissions that are copyrighted, protected by trade secret or otherwise subject to third party proprietary rights, including privacy and publicity rights, unless you are the owner of such rights or have permission from their rightful owner to post and distribute the material and to grant us all of the rights granted herein; (ii) publish falsehoods or misrepresentations that could damage us or any third party; (iii) use the Website, including any content thereon, to harm minors or anyone in any way; (iv) impersonate any person or entity, including, but not limited to, any of our officials, or falsely state or otherwise misrepresent your affiliation with a person or entity; (v) submit material that is unlawful, obscene, defamatory, libelous, threatening, harmful to minors, pornographic, harassing, hateful, racially or ethnically offensive, or encourages conduct that would be considered a criminal offense, give rise to civil liability, violate any local, provincial, national, or international law, or is otherwise inappropriate; (vi) post advertisements or solicitations of business; or (vii) collect or store personal data about users without their express consent or in connection with the prohibited conduct and activities set forth above.

3. You acknowledge that Classcraft does not screen Input or User Submissions submitted to the Website, but Classcraft reserves the right to screen, review, flag, filter, modify, refuse or remove any or all Content or not publish or otherwise distribute User Submissions. Classcraft reserves the right to remove any Content from the Services at any time, including any User Submissions, for any reason (including, but not limited to, upon receipt of claims or allegations from third parties or authorities relating to such Content or if Classcraft is concerned that you may have breached the immediately preceding clause), or for no reason at all. You, not Classcraft, remain solely responsible for all User Submissions that you upload, post, email, transmit, or otherwise disseminate using, or in connection with, the Services, and you warrant that you possess all rights necessary to provide such Content to Classcraft and to grant Classcraft the rights to use such information in connection with the Services and as otherwise provided herein.
4. You shall defend, indemnify and hold Classcraft, its parents, subsidiaries, affiliates, officers and employees harmless against any and all damages, losses, fines, costs, expenses (including attorneys' fees), claims and liabilities, asserted at any time, arising out of Teacher Submissions, your access to the Services, use of the Services, your violation of this Agreement, or the infringement by you or any third party using your account of any intellectual property or other right of any person or entity.

8. Restrictions

1. You are responsible for all of your activity in connection with the Services. Any fraudulent, abusive, or otherwise illegal activity may be grounds for termination of your right to access or use the Services.
2. You may not post or transmit, or cause to be posted or transmitted, any communication or solicitation designed or intended to obtain password, account, or private information from any Classcraft user.
3. Use of the Services to violate the security of any computer network, crack passwords or security encryption codes, transfer or store illegal material (including material that may be considered threatening or obscene), or engage in any kind of illegal activity is expressly prohibited.
4. You will not run Maillist, Listserv, any form of auto-responder, or "spam" on the Services, or any processes that run or are activated while you are not logged on to the Website, or that otherwise interfere with the proper working of or place an unreasonable load on the Services' infrastructure. Further, the use of manual or automated software, devices, or other processes to "crawl" or "spider" any page of the Website is strictly prohibited.
5. You will not decompile, reverse engineer, or otherwise attempt to obtain the source code of the Services.
6. You may not transfer your account to anyone without express prior written consent of Classcraft.

9. *Warranty Disclaimer*

1. Classcraft has no special relationship with or fiduciary duty to you. You acknowledge that Classcraft has no control over, and no duty to take any action regarding: which users gain access to the Services; what Content you access via the Services; what effects the Content may have on you; how you may interpret or use the Content; or what actions you may take as a result of having been exposed to the Content.
2. You release Classcraft from all liability for you having acquired or not acquired Content through the Services.
3. Classcraft makes no representations or warranties regarding suggestions or recommendations of services or products (including Content provided by publishers) offered or purchased through the Services. Products and services purchased or offered (whether or not following such recommendations and suggestions) are provided "AS IS" without any warranty of any kind from Classcraft or others unless, with respect to others (only), otherwise made expressly and unambiguously in writing by a designated third party for a specific product.
4. The Services, Content, and any software are provided on an "AS IS" basis, without warranties of any kind, either express or implied, including, without limitation, implied warranties of merchantability, fitness for a particular purpose, non-infringement, or that use of the Services will be uninterrupted or error-free.

10. **Registration and Payment**

1. As a condition to using Services, you will be required to register with Classcraft and select a Teacher User ID. You shall provide Classcraft with accurate, complete, and updated registration information. Failure to do so shall constitute a breach of this Agreement, which may result in immediate termination of your account.
2. You may not (i) select or use as a Teacher User ID a name of another person with the intent to impersonate that person; or (ii) use as a Teacher User ID a name subject to any rights of a person other than you without appropriate authorization.
3. Classcraft reserves the right to refuse registration of or cancel a Teacher User ID in its discretion. You shall be responsible for maintaining the confidentiality of your password.
4. Classcraft reserves the right to change its price list for certain Services and to institute new charges at any time, upon notice to you, which may be sent by email or posted on the Website. If you continue to use those Services following such notification, that use constitutes your acceptance of any new or increased charges.
5. You have chosen one of the following Payment Plans:
 1. Annual: Pre-payment is made in advance for a full year. When making your initial payment, you authorize Classcraft to charge you an annual license fee at the then current rate to your Payment Method. You acknowledge that the amount billed each year may vary for reasons such as promotional offers, referral rewards and/or changing your Payment Plan and you authorize us to charge your Payment Method for such amounts, which may be billed in one or more charges. You will be notified by email before the expiration of your pre-payment so that you can cancel your subscription if you wish not to be billed for the next year.
 2. Monthly: Prepayment is made in advance for one month. When making your initial payment, you authorize Classcraft to charge you a monthly license fee at the then current rate to your Payment Method. You acknowledge that the amount billed each month may vary from month to month for reasons such as promotional offers, referral rewards and/or changing your Payment Plan and you authorize us to charge your Payment Method for such amounts, which may be billed in one or more charges.
 3. Paid by school or district: If your school or district has prepaid for your subscription, you will be presented with this as an option when you upgrade to Premium. In this instance, the payment, any renewals and the expiration of your subscription will be managed by your school or district and will be governed by a separate agreement with your school or district.
6. Classcraft reserves the right to adjust pricing for our service or any components thereof at any time as may be determined in our sole and absolute discretion. You will be advised of any price changes in advance by email.

7. Classcraft will automatically bill your Payment Method each month or year on the calendar day corresponding to the commencement of your paying membership. Membership fees are fully earned upon payment. Classcraft reserves the right to change the timing of this billing, in particular, as indicated below, if your Payment Method has not successfully settled. In the event your paying membership began on a day not contained in a given month, Classcraft may bill your Payment Method on a day in the applicable month or such other day as we deem appropriate. For example, if you started your license on January 31st, your next payment date is likely to be February 28th, and your Payment Method would be billed on that date. Your billing date may change due to changes in your license.
8. **PAYMENTS ARE NONREFUNDABLE AND THERE ARE NO REFUNDS OR CREDITS FOR PARTIALLY USED PERIODS.** Following any cancellation, however, you will continue to have access to the services through the end of your prepayment period as identified in your Payment Plan. At any time, and for any reason, we may provide a refund, discount, or other consideration to some or all of our members ("credits"). The amount and form of such credits, and the decision to provide them, are at our sole and absolute discretion. The provision of credits in one instance does not entitle you to credits in the future for similar instances, nor does it obligate us to provide credits in the future, under any circumstance.
9. You may edit your Payment Method information by logging into the game and clicking on the "My Profile" link. If a payment is not successfully settled, due to expiration, insufficient funds, or otherwise, and you do not edit your Payment Method information or cancel your account, you remain responsible for any uncollected amounts and authorize us to continue billing the Payment Method, as it may be updated. This may result in a change to your payment billing dates. For certain Payment Methods, the issuer of your Payment Method may charge you a foreign transaction fee or other charges. Check with your Payment Method service provider for details.
10. You may cancel your license at any time, and you will continue to have access to the service through the end of your prepayment period as identified in your Payment Plan.
11. Classcraft reserves the right to cancel this agreement, or to change your services from a premium subscription to a free Subscription at any time that the payment is for any reason overdue by 15 days or more.
12. Classcraft reserves the right to offer teachers and parents the opportunity to buy merchandise, both virtual and real.

13. Note that, by using the Services, you may receive e-mail or text messages on your phone or mobile device, which may cause you to incur usage charges or other fees or costs in accordance with your wireless or data service plan. Furthermore, should you access the game from a mobile device or via the internet you may be subject to data usage charges. Any and all such charges, fees, or costs are your sole responsibility. You should consult with your wireless and/or internet carrier to determine what rates, charges, fees, or costs may apply to your use of the Services.

11. *Third Party Websites*

1. The Services may contain links to third party websites that are not owned or controlled by Classcraft. When you access third party websites, you do so at your own risk. Classcraft encourages you to be aware when you leave the Website and to read the terms and conditions and privacy policy of each third party website that you visit.
2. Classcraft has no control over, and assumes no responsibility for, the content, accuracy, privacy policies, or practices of or opinions expressed in any third party websites. In addition, Classcraft will not and cannot monitor, verify, censor or edit the content of any third party site.
3. By using the Services, you expressly relieve and hold harmless Classcraft from any and all liability arising from your use of any third party website. Your interactions with organizations and/or individuals found on or through the Services, including payment and delivery of goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such organizations and/or individuals. You should make whatever investigation you feel necessary or appropriate before proceeding with any online or offline transaction with any of these third parties. You agree that Classcraft shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings.
4. If there is a dispute between participants on this site, or between users and any third party, you understand and agree that Classcraft is under no obligation to become involved. In the event that you have a dispute with one or more other users, you hereby release Classcraft, its officers, employees, agents, and successors in rights from claims, demands, and damages (actual and consequential) of every kind or nature, known or unknown, suspected or unsuspected, disclosed or undisclosed, arising out of or in any way related to such disputes and/or our service.

12. Termination

1. This Agreement shall remain in full force and effect for as long as you continue to use Classcraft with the Teacher User Id used to create this account. In no event will the Agreement terminate before the end of the annual prepayment described in section 10.5.1, or before you cancel your monthly subscription, or before the agreement with your school or district is terminated. The Agreement shall be considered terminated should it be cancelled by Classcraft under the terms of this agreement.
2. It is understood that the termination of the Agreement may automatically trigger the termination of the Student License Agreements for those students in the Licensed Class, as well as that of the parents of students in the Licensed Class.
3. Classcraft may suspend or terminate your access to the Services or your account at any time, for any reason (without cause or for your violation of any term of this Agreement), and without warning or notice, which may result in the forfeiture and destruction of all information associated with your account. Upon termination of your account, your right to use the Services, access the Website, and any Content will immediately cease. Classcraft is not under any obligation to provide access to User Submissions after the termination of this agreement.
4. All provisions of this Agreement which, by their nature, should survive termination, shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, and limitations of liability.
5. In the event of termination of this agreement by Classcraft, Classcraft shall not be held liable for any damages in excess of the fee you have paid to use the Services.
6. The early termination or expiration of this Agreement shall not operate to limit any rights or remedies available to Classcraft that accrued prior to termination or expiration hereof.
7. Classcraft will delete all user information, including User Submissions according to the Privacy Policy.

13. Governing Law

1. This Agreement shall be construed in accordance with and governed by the laws of the Province of Quebec and the laws of Canada applicable herein, without regard to conflict of law rules which would cause the laws of any other jurisdiction to apply. Any and all disputes, claims, and questions regarding the interpretation, performance and enforceability of this Agreement, and the rights and remedies of the parties hereunder, and any action or judicial proceeding related thereto shall be initiated and prosecuted exclusively in the Province of Quebec. The parties agree to submit and hereby irrevocably attorn to the exclusive jurisdiction of such court.

14. ***General Provisions***

1. Classcraft shall not be liable for any failure to perform its obligations hereunder where such failure results from any cause beyond Classcraft's reasonable control, including, without limitation, mechanical, electronic or communications failure or degradation (including "line-noise" interference).
2. If a provision of this Agreement is held invalid or unenforceable, any other provision contained herein shall be separately valid and enforceable to the fullest extent permitted by law.
3. No negligence or waiver by either party to exercise a right shall be deemed to be or construed as a waiver by either party of its rights.
4. You shall not assign, transfer or sublicense this Agreement except with Classcraft's prior written consent.
5. Classcraft may assign, transfer or delegate this Agreement and Classcraft's rights and obligations without your consent.
6. Both parties agree that this Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that, subject to Section 2.3, all modifications must be in a writing signed by both parties, except as otherwise provided herein.
7. This Agreement and any subsequent versions of this Agreement posted to the Website will be deemed a writing signed by both parties.
8. No agency, partnership, joint venture, or employment is created as a result of this Agreement and you do not have any authority of any kind to bind Classcraft in any respect whatsoever.
9. The effective date of this version of this Agreement is November 13, 2018.

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.