

Terms of Service

Welcome to MagicSchool, operated by Magic School, Inc ("MagicSchool"). We provide teachers and school staff (together, "Educators") with online access to generative artificial intelligence tools through our website, browser extensions, and other services (collectively our "Services"). Our Services are designed to save you time and support student success!

If you are a teacher, school, school district or other educational institution ("Educational Institution") that uses our student-facing Services such as MagicStudent ("Student-Facing Services") for an educational purpose, then the use of the Student-Facing Services is subject to our [Student Data Privacy Addendum](#). For all Student-Facing Services, the [Student Data Privacy Addendum](#) is incorporated herein by reference unless your Educational Institution has entered into a separate agreement with us that includes reasonably equivalent protections with regard to student data. **The Attached University Laboratory School Software Addendum is hereby incorporated into any and all terms and conditions.**

Your rights to use the Services:

You may visit our website at any time, but to use our other online Services you must be at least 18 years of age and create an account providing your name, email, other requested information, and your selected password.

If you an Educator accessing or using the Services, including the Student-Facing Services, on behalf of an Educational Institution, you represent and warrant that you have sufficient authority to enter into these Terms and the [Student Data Privacy Addendum](#) with us on behalf of your Educational Institution. If you make the Student-Facing Services available to students under the age of 13, you represent and warrant that you have the authority to provide MagicSchool consent to collect personal information from students for the purpose of providing the Student-Facing Services to you for educational purposes, and that you have provided all such notices as may be required to parents and legal guardians regarding the students' use of online services, if any. We recommend you provide a copy of our [Student Data Policy](#) to parents and guardians. If you are a student under 18 who uses the Student-Facing Services through your Educational Institution, then your use of the Services is governed by your Educational Institution and may be subject to additional policies, rules or restrictions imposed by such Educational Institution.

Your account is for your personal use only, and you may not transfer your account to

anyone else or permit others to use your account. You are responsible for any activity or misuse associated with your account that results from your failure to protect your password.

By agreeing to these Terms, **including the attached University Laboratory School Software Addendum**, and creating an account, MagicSchool grants you a limited non-exclusive right to access and use the Services we make available through your account on a month-to-month basis, to be used only for your own work as an Educator. This right continues until either you or we terminate this agreement.

Your responsibilities when using AI-generated content:

Output created by our artificial intelligence tools assist Educators, but by no means replaces your professional skills and judgment. It is imperative that you review content generated by our Services and revise it to ensure it is appropriate for use. This includes, but is not limited to, the following considerations:

1. Use the "80-20" approach. View AI-generated content as a starting point to create draft materials (roughly 80% of the way there) that you then complete with your professional review and revisions for the last 20% of the effort.
2. Check for bias and accuracy. AI can occasionally produce biased, fictitious, or otherwise incorrect content. Generative AI models are not databases of knowledge, but rather an attempt to synthesize information the model has been trained on. Always double-check for bias and accuracy before sharing output with students or others.
3. Know the limits of AI. Our AI engine's knowledge in terms of historical events or developments stops at late 2023 for non-internet connected tools, so keep that in mind when dealing with recent topics.
4. Protect Privacy. If you are an Educator using our Student-Facing Services and your Educational Institution has entered into a [Student Data Privacy Addendum](#) or similar agreement with us, then your students are permitted to enter their name when using those Student-Facing Services directly. Otherwise, please do not include any personally identifiable information such as names, addresses, or other contact information about students, parents, or others in information you provide to our Services for processing. You may be violating applicable law and/or your school's policies in doing so and it may result in the suspension or termination of your account.

Prohibited uses of the Services:

You may not use the Services in a manner that:

1. Infringes or violates the intellectual property rights, rights of personality, data privacy, or any other legal rights of any person;
2. Violates applicable law, regulations, or the policies of your organization;

3. Is harmful, fraudulent, deceptive, threatening, harassing, defamatory, obscene, or otherwise objectionable;
4. Violates posted content restrictions for publicly accessible information areas, such as public profiles, bulletin boards, forums, or chat areas;
5. Is inconsistent with use in your position as an Educator, such as using the Services to create or offer commercial products or services;
6. Jeopardizes the security of your account or anyone else's (such as allowing someone else to log in to the Services as you);
7. Attempts, in any manner, to obtain the password, account, or other security information from any other user;
8. Threatens the security of any computer network, or cracks any passwords or security encryption codes;
9. Runs processes that execute or are activated while you are not logged into the Services, or that otherwise interfere with the proper working of the Services (including by placing an unreasonable load on the Services' infrastructure or by introducing viruses or other malware into our systems);
10. Decompiles, reverse engineers, or otherwise attempts to obtain the source code or underlying ideas or information of or relating to the Services except as expressly permitted by law.

A violation of any of the foregoing is grounds for termination of your right to use or access the Services.

Data privacy protection:

MagicSchool takes data privacy protection very seriously. For the current MagicSchool Privacy Policy, including a description of what information we collect, how we use it, and your rights with respect to personally identifiable information we process, please click [here](#).

Please note that we do NOT collect or process personally identifiable information of students or their parents and guardians unless you are using our Student-Facing Services and have entered into and your Educational Institution has entered into a [Student Data Privacy Addendum](#) or similar agreement with us.

For more information on how we comply with applicable data protection laws in the U.S. and elsewhere, please see our [Privacy Policy](#).

To the extent you use the Student-Facing Services, MagicSchool complies with (and facilitates compliance with) applicable law, including the Family Educational Rights and Privacy Act (FERPA) and Children's Online Privacy Protection Act (COPPA). Because we

provide the Student-Facing Services at the direction, and subject to the control, of an Educational Institution, we rely on each Educational Institution to provide consent for MagicSchool to collect personal information from students, as permitted by COPPA. If you are a parent, guardian, or teacher and believe that your child or student has provided MagicSchool with personally identifiable information without appropriate consent by you and/or your child's Educational Institution, please notify security@magicschool.ai so that we can promptly delete the information from our servers.

These Terms incorporate the [MagicSchool Data Processing Addendum](#) ("DPA") when the EU General Data Protection Regulation ("GDPR") or United Kingdom General Data Protection Regulation ("UK GDPR") applies to your use of MagicSchool Services to process user data as defined in the DPA. The DPA linked above supersedes any previously agreed EU or UK data processing addendum between you and MagicSchool relating to your use of the MagicSchool Services.

If you have a question or request regarding your personal information, please contact us at security@MagicSchool.ai, or you may write to us at our address listed below.

Rights regarding use of content you provide:

If you choose to post any messages or other content in areas of the Services that are designed for public display or communication with other users (such as public profiles, bulletin boards, forums, or chat areas), you are responsible for ensuring that you own or otherwise have the rights to post such material.

Further, by posting such material you are granting us a right that will survive any termination of these Terms and your use of the Services to continue to reproduce and use such material to improve our Services worldwide.

Terminating Services:

You may terminate use of the Services at any time by deleting your account from the Profiles Setting pages. We may terminate your use of the Services at any time on thirty (30) days prior notice, provided that we may immediately suspend or terminate your use of the Services without notice for a material breach of these Terms. Provisions of these Terms that by their nature should survive termination will survive any termination of the Services.

Links to Third-Party Sites/Third-Party Services:

The MagicSchool website may contain links to other websites ("Linked Sites"), such as for YouTube videos. Please note that MagicSchool has no control over the content of

these Linked Sites, including any links within them or any changes or updates made to them. The inclusion of these links is solely for your convenience, and it does not imply endorsement or association with the operators of those sites, and MagicSchool is not responsible for the content on Linked Sites.

Warranty disclaimer and limitation of liability:

Warranty Disclaimer. Given the nature of generative artificial intelligence, neither MagicSchool nor its licensors or suppliers make any representations or warranties concerning any content contained in, generated by, or accessed through the Services. THE SERVICES AND CONTENT ARE PROVIDED BY MAGICSCHOOL (AND ITS LICENSORS AND SUPPLIERS) ON AN "AS-IS" BASIS, WITHOUT WARRANTIES OR ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, (SUCH AS OF INTELLECTUAL PROPERTY RIGHTS, PRIVACY RIGHTS OR RIGHTS OF PERSONALITY), OR THAT USE OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

Limitation of Liability. TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE, CONTRACT, STRICT LIABILITY, OR OTHERWISE) SHALL MAGICSCHOOL (OR ITS LICENSORS OR SUPPLIERS) BE LIABLE TO YOU OR TO ANY OTHER PERSON FOR (A) ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOST PROFITS, LOSS OF GOODWILL, LOST TIME, LOSS OF DATA, OR (B) ANY AMOUNT, IN THE AGGREGATE, IN EXCESS OF THE GREATER OF (I) \$100 OR (II) THE AMOUNTS PAID BY YOU TO MAGICSCHOOL IN CONNECTION WITH THE SERVICES IN THE TWELVE (12) MONTH PERIOD PRECEDING THIS APPLICABLE CLAIM. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES, SO THE ABOVE LIMITATION AND EXCLUSIONS MAY NOT APPLY TO YOU.

Indemnification:

You agree to indemnify, defend, and hold harmless MagicSchool, its officers, directors, employees, agents, and third parties from and against any and all losses, costs, liabilities, and expenses (including reasonable attorney's fees) arising out of or related to your violation of these Terms, including any prohibited use of the Services, or your violation of any intellectual property rights, privacy rights or rights of personality. MagicSchool reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with MagicSchool in asserting any available defenses.

Acknowledgement for state school systems:

If you are agreeing to these Terms on behalf of a state school or institution, MagicSchool acknowledges that mandatory state law may limit or supersede certain terms and conditions and agrees that such state law will control over any conflicting provisions of these Terms.

Governing law; mandatory arbitration of disputes:

These Terms shall be governed by the laws of the State of Colorado without regard to conflicts of laws provisions, save for applicable federal law such as the Federal Arbitration Act.

Any controversy or claim arising out of or relating to these Terms, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association and the International Centre for Dispute Resolution in accordance with its applicable Consumer Arbitration Rules www.adr.org, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. YOU AND WE AGREE TO WAIVE THE RIGHT TO A JURY TRIAL, AND ALSO THE RIGHT TO PROCEED IN A REPRESENTATIVE OR CLASS ACTION MANNER, AND CLAIMS WILL BE HEARD ON AN INDIVIDUAL BASIS ONLY BY A QUALIFIED ARBITRATOR.

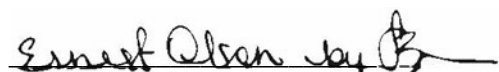
The arbitration will be based on the submission of documents and there shall be no in-person or oral hearing unless so ordered by the arbitrator. The arbitrator will have no authority to award punitive or other damages not measured by the prevailing party's actual damages, except as may be required by statute. The arbitrator shall not award consequential damages in any arbitration initiated under this section. Except as may be required by law, neither a party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties.

Contact us:

You may contact us by email at hey@magicschool.ai, or by writing to us at MagicSchool, 4845 Pearl East Cir Ste 118 PMB 83961, Boulder, CO 80301 USA.

The Board of Trustees of Illinois State University

Magic School, Inc





Privacy Policy

[Link to Prior Privacy Policy](#)

Last Updated: 9/13/2024

Welcome to MagicSchool, operated by Magic School, Inc ("MagicSchool"). We provide teachers and school staff with online access to generative artificial intelligence tools through our website, browser extensions, and other services (collectively our "Services"). At MagicSchool we prioritize safety and respect your privacy.

This Privacy Policy describes how we collect, use, disclose, share, or otherwise process your personally identifiable information ("PII" or "personal data") when you visit our website or use our other Services. The categories of information we collect and how it is used will depend on your interactions with us.

If you use our student-facing features or products, such as MagicStudent, please see our [Student Data Policy](#) to learn more about how we process Student Data. If you are a teacher, school, school district or other educational institution ("Educational Institution") that uses our student-facing Services such as MagicStudent ("Student-Facing Services") for an educational purpose, then the use of the Student-Facing Services is subject to our [Student Data Privacy Addendum](#). For all Student-Facing Services, the [Student Data Privacy Addendum](#) is incorporated herein by reference unless your Educational Institution has entered into a separate agreement with us that includes reasonably equivalent protections with regard to student data.

i. What Data We Collect

MagicSchool collects the following types of personal data when you visit our Websites or use our Services. We take steps to minimize the collection of personal data from the product to only what is necessary to provide the services.

a. Information We May Collect via Technological Means.

Our servers, which are hosted by a third-party service provider, collect certain technical data about your device and software, including your browser type, operating system, IP address (a number that is automatically assigned to your computer when you use the Internet, which may vary from session to session and may indicate your general location), domain name, and/or a time stamp of your visit. We automatically gather this data and store it in log files each

time you visit our website or access an account on our network. Unless you have provided PII in connection with your use of the Services (for example, by creating an account), we cannot use such technical data to identify your name or contact information.

We may also directly collect analytics data, or use third-party analytics tools, to help us measure traffic and usage trends in connection with the Services. We collect and use this analytics information in aggregate form such that it cannot reasonably be used to identify any particular individual.

b. Cookies, web beacons and other tracking technologies.

We may also use various technical mechanisms such as cookies, web beacons and similar tracking technologies to monitor how users use our Services.

"Cookies" are small pieces of information that a website sends to your computer's hard drive while you are viewing a website. "Web beacons" refer to various tracking technologies used to check whether you have accessed some content on our Services. We use cookies for the following purposes, specifically:

- **Performance Cookies:** These cookies allow us to count visits and traffic sources, so we can measure and improve the performance of our site. They help us know which pages are the most and least popular and see how visitors move around the site. All information these cookies collect is aggregated and therefore anonymous. If you do not allow these cookies, we will not know when you have visited our site.
- **Functional Cookies:** These cookies allow the provision of enhanced functionality and personalization, such as videos. They may be set by us or by third-party providers whose services we have added to our pages. If you do not allow these cookies, then some or all of these features may not function properly.
- **Strictly Necessary Cookies:** These cookies are necessary for the website to function and cannot be switched off in our systems. They are usually only set in response to actions made by you which amount to a request for services, such as setting your privacy preferences, logging in or filling in forms. You can set your browser to block or alert you about these cookies, but some parts of the site may not work then.

We may link the information we store in cookies or through other mechanisms to the PII you submit while using our Services. We may use both session cookies (which expire once you close your web browser) and persistent cookies (which stay on your computer until you delete them) to

provide you with a more personal and interactive experience on our Services. You can remove persistent cookies at any time by following the directions in the "Help" section of your Internet browser. You can also disable all cookies on your Internet browser. If you choose to disable cookies, be advised that you can still visit our Websites, but some components of our Services may not be available or work properly.

We do not allow third-parties to use a user's data to create an automated profile or engage in data enhancement for the purposes of personalized advertisement.

We use third-party analytics and tracking tools solely to help deliver and improve our Services. These third-party service providers are prohibited from using your personal information for their own purposes, including creating profiles or engaging in targeted advertising.

c. Information Provided by You When Visiting Our Websites.

You may visit our Websites if you wish without creating an account or providing us with any information about yourself.

However, if you decide to use certain Services, you may be asked for information that we need in order to provide you with the Services requested. For example, if you decide to sign up for newsletters from us, attend a demonstration or virtual event, create an individual account to use our Services, or apply as an organization to join our AI Innovators program or other offerings, MagicSchool may collect some or all of the following PII from you: (1) first and last name, (2) school or organization name, (3) role or job title, (4) email address, (5) phone number, (6) location information including state/province and country, and (7) where applicable, a user-generated password for your account. You may also be provided the opportunity to provide a profile image or other information for your account profile.

If you provide us with feedback or contact us via email (e.g., in response to an employment or a program application on our Website), we will collect your name and email address, as well as any other content or information included in or attached to your email, in order to send you a reply. If you order Services from us for a fee, we may also collect information needed for billing and payment purposes that will be processed through a secure third-party payment processor.

We may combine the information we collect directly from you with information we obtain from public sources, partners, and other third parties and use such combined information in accordance with this Privacy Policy.

ii. How We Use the Data We Collect.

In summary, we use your personal data to respond to your requests, to provide, secure, and enhance the Services, and to comply with our legal obligations. In particular, MagicSchool uses your PII for the following purposes as necessary and as permitted by applicable law:

- Identify you as a user or visitor of our Services;
- Facilitate the creation of and secure your account for use of our Services;
- Provide and administer your use of the Services;
- Personalize and improve the quality of your experience when you interact with our Services;
- Send you a welcome e-mail to verify ownership of an e-mail address provided when your account was created;
- Send you administrative e-mail notifications, such as security or support and maintenance messages;
- Respond to your inquiries and requests;
- Provide you with newsletters you request or surveys;
- Send you information about upgrades and special offers related to our Services;
- Comply with applicable laws and regulatory requirements;
- Respond to lawful requests, court orders and legal process; and
- Protect our legal interests or those with whom we do business.

We may also compile statistical or anonymized, non-personally identifiable information and use or transfer such information for any purposes; provided, however, that such data has been fully de-identified and cannot in any way be traced back to the customer or user and does not contain any personally identifiable information. We may also use such anonymized information to help train our AI models or use aggregated information publicly to show trends about the general use of our services. All customer data is encrypted at rest with AES-256 and in transit via TLS.

Third-Party Online Analytics Services

In connection with our Website and emails, we may use third-party online analytics services, such as those of Google Analytics. These analytics services use automated technologies to collect information (such as email address, IP address, and device

identifiers) to evaluate, for example, use of our products and services and to diagnose technical issues. To learn about how Google Analytics collects and processes data, you may visit <https://policies.google.com/technologies/partner-sites>.

Third-Party OpenAI Services

We utilize OpenAI's application program interface ("API") to power the AI functionality of our Services. While we strive to maintain the highest level of data security, we encourage you to review OpenAI's API Privacy Policy separately to understand their data handling practices. We are committed to ensuring that the use of OpenAI's API aligns with applicable data protection laws and regulations. We have opted OUT of sharing data with OpenAI to train models. OpenAI will not use data submitted by our users via our API to train or improve our models, unless you explicitly decide to share your data with us for this purpose. You can opt-in to share data. Any data sent through the API will be retained for abuse and misuse monitoring purposes for a maximum of 30 days, after which it will be deleted (unless otherwise required by law).

Other Third-Party Services

It's important to us that we keep your information safe and secure. In order to help Magic School provide, maintain, protect and improve our services, Magic School shares information with other partners, vendors and trusted organizations to process it on our behalf in accordance with our instructions, Privacy Policy, and any other appropriate confidentiality, security or other requirements we deem appropriate. These companies will only have access to the information they need to provide the Magic School service. You can find information on these partners and subprocessors we work with in our DPA [here](#). This list may change over time, and we'll work hard to keep it up-to-date.

We do not share your personal data with third parties for their own marketing purposes, including direct marketing. We do not permit contextual advertisements, marketing, or other third-party advertising and promotion in our services. This policy applies to all users, regardless of location. Your personal data will only be shared with third-party service providers in order to fulfill the specific services you have requested from Magic School and in compliance with this Privacy Policy.

MagicSchool's use and transfer to any other app of information received from Google APIs will adhere to [Google API Services User Data Policy](#), including the Limited Use requirements.

Personalized Advertising

We do not use or disclose Student Data for targeted advertising purposes.

Specifically, personalized advertising (ads based on a user's personal information) is not used or displayed in Magic School's products. We are committed to protecting the privacy and data of our students. We do not share student data with third-party advertisers or use it to create profiles for advertising purposes.

Automated Decision-Making

MagicSchool does not use in connection with the Services automated decision-making, including profiling, in a way that produces legal effects concerning you or which significantly affects you.

iii. Information Sharing and Disclosure

To the extent permitted by applicable law, MagicSchool may disclose your PII in the following circumstances:

a. Service Providers.

We may engage our affiliates or third-party organizations or individuals to support us in connection with the purposes listed above, such as hosting providers, subcontractors, and third-party payment processors.

b. Law Enforcement.

It may be necessary – by law, legal process, litigation, and/or requests from public and governmental authorities within or outside your country of residence – for MagicSchool to disclose your PII. We may also disclose your PII if we determine disclosure is reasonably necessary to enforce our terms and conditions or protect our operations or users.

c. Business Transfer.

We may share your PII if MagicSchool engages in a merger, acquisition, bankruptcy, dissolution, reorganization, sale of some or all of MagicSchool's assets, financing acquisition of all or a portion of our business, a similar transaction or proceeding, or steps in contemplation of such activities (e.g., due diligence).

d. Prior Consent.

We may also disclose your PII in other circumstances with your prior informed consent. Service providers acting on our behalf are obliged to adhere to confidentiality requirements no less protective than those set forth herein and will only receive access to your PII as necessary to perform their functions.

iv. How We Protect Your Data -- Security

We are committed to protecting the security of information received via the Services,

including PII. If we collect PII from you, we provide reasonable and appropriate administrative, technical, and physical security controls designed to protect your PII from unauthorized access, use, or disclosure. Despite our efforts, no security controls are 100% risk-free, and MagicSchool does not warrant or guarantee that your PII will be secure in all circumstances. If you create an account, you are responsible for keeping your account credentials and passwords secure and not allowing others to use your account.

v. Student Data.

When an Educational Institution makes our student-facing services such as MagicStudent available to students, MagicSchool may collect and process personal information related to identifiable students ("Student Data"). MagicSchool collects and uses Student Data for educational purposes only as authorized by the Educational Institution and subject to its control. MagicSchool enters into student data privacy agreements with individual Educational Institutions which govern our use and responsibilities for Student Data. We process Student Data solely as directed by the applicable Educational Institution under these agreements. For more information about the principles that guide our collection, use and disclosure of Student Data, please refer to our [Student Data Policy](#). You can also contact an Educational Institution directly if you would like to learn more about its privacy practices.

No student profile or student work is made available or visible to the public or to any other students directly from the service. Educators may allow their students to share their work with other students, educators, school administrators in their school, but no mechanisms exist to allow students to publicize or "post" directly from the service.

Other than the above, the Services do not directly provide any other form of messaging or communication between users.

vi. Your Data, Your Choice

Please note if you are a California resident, please see Section IX "Additional Information for California Residents" below for more information about your privacy rights under California law.

a. Opt-Out.

We offer you choices regarding the collection, use, and sharing of your PII. Where permitted by applicable law, we may periodically send you free newsletters and e-mails that directly promote the use of our products or

services. When you receive newsletters or promotional communications from us, you may indicate a preference to stop receiving further communications from us and you will have the opportunity to "opt-out" by following the unsubscribe instructions provided in the e-mail you receive or by contacting us directly. Despite your indicated e-mail preferences for other matters, we may send you administrative notices such as updates to our Terms of Use or Privacy Policy and similar account notices.

b. Your Rights to Access, Correct, or Delete Your Personal Information.

You may edit any of your PII in your account on the Services, including contact information and/or notification settings, by editing your account profile. You may have the right to make other requests under applicable law related to your personal data in our possession, and depending on applicable law, you may have the right to appeal our decision regarding your request. Contact us at security@magicschool.ai if you have questions or a request regarding your personal data. Your rights may include a right to access your personal data that we process and transfer it, correct it, delete it (erasure), restrict it or object to its sale or use for direct marketing purposes, and to not be retaliated against for exercising your rights. We will do our best to honor your requests.

If we deny a request and you have a right to appeal, we will provide information about how to exercise that right in our response. If you are in the EU or UK, you can contact your data protection authority to file a complaint or learn more about local privacy laws.

You may request that we delete your account information by sending an email to security@magicschool.ai, but please note that we may be required (by law or otherwise) to keep this information and not delete it (or to keep this information for a certain time, in which case we will comply with your deletion request only after we have fulfilled such requirements). MagicSchool will respond to such requests within thirty (30) days or sooner if required by applicable law. When we delete account information, it will be deleted from the active database, but may remain in our archives for a limited amount of time. We will otherwise retain your information for as long as your account is active, as needed to provide you with the Services you have requested, or as necessary to comply with our legal obligations, resolve disputes, and enforce our agreements.

c. Information Processed Under the Direction of Customers.

If a school or other organization has registered for the Services (a "Customer") and your PII has been collected by MagicSchool as a result of such

organization's use of the Services, MagicSchool collects and processes any such PII of yours under the directions of the relevant Customer. If these circumstances apply to you and you wish to access, edit, delete, or exercise any rights you may have under applicable data protection laws with respect to any PII that we have collected about you, please direct your query to the relevant Customer as this may expedite the completion of your request. We nevertheless provide reasonable assistance to our Customers to give effect to data subject rights as appropriate and required by applicable laws.

vii. Links to Third-Party Sites

Our provision of a link to any website or location outside of the Services is for your convenience and does not signify our endorsement of such other website or location or its contents. When you click on such a link, you will leave our site and go to another site. During this process, a third party may collect data, including PII, from you. Please be aware that the terms of this Privacy Policy do not apply to these outside websites or content, or to any collection of data after you click on a link to a third party. We encourage you to carefully read the privacy statement of any other website you visit.

viii. Cross Border Data Transfers

MagicSchool is located in the United States. By accessing or using the Services, or otherwise providing information to us, you understand that your information may be subject to processing, transfer, and storage in other locations. In the event that MagicSchool transfers your Personal Data from the European Economic Area ("EEA") to a country which is not subject to an adequacy decision by the European Commission, or which may not provide for the same level of data protection as the EEA, MagicSchool will ensure that the recipient of your PII offers an adequate level of protection. This may include such measures as entering into standard contractual clauses for the transfer of data as approved by the European Commission, gaining your prior consent, or other appropriate measures in accordance with applicable law.

ix. Additional Information for California Residents

If you are a California resident, California law requires us to provide you with some additional information regarding how we collect, use, and share your "personal information" (as defined in the California Consumer Privacy Act ("CCPA")).

a. How We Source, Use, and Disclose Information for Business Purposes.

The chart below details the categories of personal information we collect, the sources of such personal information, and how we use and share such information for business purposes.

Categories of Personal Information Collected	Sources of Personal Information	Purposes for Use of Personal Information (see "How We Use the Data We Collect" for more information)	Disclosures of Personal Information for Business Purposes (see "Information Sharing and Disclosure" for more information)
Contact information (e.g., name, email address, organization, role, phone number, mailing address including state/province, country)	* You	<ul style="list-style-type: none"> * Provide the services requested and customer service * Communicate with you * Analyze use of and personalize the services * Improve the services * Provide security, prevent fraud, and for de-bugging * Comply with legal requirements 	<ul style="list-style-type: none"> * Service providers * Law enforcement in the event of a lawful request * With entities in the event of a business transaction * With your consent
Financial and transactional information (e.g., payment account information and donation history)	* You * Payment processors	<ul style="list-style-type: none"> * Process service fees * Communicate with you * Comply with legal requirements 	<ul style="list-style-type: none"> * Payment processors * Law enforcement in the event of a lawful request * With entities in the event of a business transaction * With your consent
Login information (e.g., your account name and password)	* You	<ul style="list-style-type: none"> * Provide the services and customer service * Provide security, prevent fraud, and for de-bugging * Comply with legal requirements 	<ul style="list-style-type: none"> * Service providers * Law enforcement in the event of a lawful request * With entities in the event of a business transaction * With your consent
Device and online identifier information (e.g., IP address, browser type, operating system, general location inferred from IP address, and similar information)	* You, through your device	<ul style="list-style-type: none"> * Provide the services and customer service * Analyze use of and personalize the services * Improve the services * Provide security, prevent fraud, and for de-bugging * Comply with legal requirements 	<ul style="list-style-type: none"> * Service providers * Law enforcement in the event of a lawful request * With entities in the event of a business transaction * With your consent
Service usage information (e.g., the dates and times you use the services, how you use the services, and the content you interact with on the services)	* You, through your device	<ul style="list-style-type: none"> * Provide the services and customer service * Analyze use of and personalize the services * Improve the services * Provide security, prevent fraud, and for de-bugging * Comply with legal requirements 	<ul style="list-style-type: none"> * Service providers * Law enforcement in the event of a lawful request * With entities in the event of a business transaction * With your consent

- b. Please note that the above chart does not describe the Student Data that we process. For more information about our privacy practices with regard to Student Data, please refer to our [Student Data Policy](#). In short – Student Data are processed solely on behalf of specific Educational Institutions under a student data privacy agreement. If you have questions about an Educational Institution’s privacy practices, you should contact the Educational Institution directly.
- c. Your California Privacy Rights.
- If you are a California resident, the CCPA allows you to make certain requests about your personal information. Specifically, the CCPA allows you to request us to:
- Inform you about the categories of personal information we collect or disclose about you; the categories of sources of such information; the business or commercial purpose for collecting your personal information; and the categories of third parties with whom we share/disclose personal information.
 - Provide access to and/or a copy of certain personal information we hold about you.
 - Delete certain personal information we have about you.
 - Provide you with information about the financial incentives that we offer to you, if any.

The CCPA further provides you with the right not to be discriminated (as provided for in applicable law) for exercising your rights. Please note that certain information may be exempt from such requests under California law. For example, we need certain information in order to provide our services to you. We also will take reasonable steps to verify your identity before responding to a request. In doing so, we may ask you for verification information so that we can match at least two verification points with information we maintain in our files about you. If we are unable to verify you through this method, we shall have the right, but not the obligation, to request additional information from you.

Please also note that if your personal information has been collected by MagicSchool as a result of a Customer's (as defined above) use of our services, MagicSchool collects and maintains your personal information under the directions of the relevant Customer. If these circumstances apply to you and you wish to access or delete any personal information that we have collected about you, please direct your query to the relevant Customer as this may expedite the completion of your request. We nevertheless provide reasonable assistance to our Customers to give effect to

consumer choices as appropriate and required by applicable laws.

If you would like further information regarding your legal rights under California law or would like to exercise any of them, or if you are an authorized agent making a request on a California consumer's behalf, please contact us at security@magicschool.ai.

The CCPA provides certain rights if a company "sells" personal information, as such term is defined under the CCPA. We do not engage in activities that would be considered "sales" of personal information under the CCPA.

Shine the Light Disclosure: The California "Shine the Light" law gives residents of California the right under certain circumstances to request information from us regarding the manner in which we share certain categories of personal information (as defined in the Shine the Light law) with third parties for their direct marketing purposes. We do not share your personal information with third parties for their own direct marketing purposes.

Do Not Track Signals: MagicSchool does not track users over time and across third-party websites and therefore does not respond to Do Not Track ("DNT") signals from web browsers. Further, because there currently is no industry standard concerning what, if anything, a service should do when they receive such signals, we currently do not take action in response to these signals.

x. Other State Laws

Data protection laws change and update frequently, and we endeavor to always comply with applicable laws where we operate. If you have any questions, concerns, or requests regarding the handling of your personal information, contact us at security@magicschool.ai. Please note we may take reasonable steps to verify your identity and the authenticity of the request.

xi. Changes to Our Privacy Policy

MagicSchool reserves the right to change this Privacy Policy. MagicSchool will provide notification of the material changes to this Privacy Statement through our Website and, where appropriate, when you login to your account or by email to any email address of yours we may have on file, at least thirty (30) days prior to the change taking effect.

xii. Contact Us

MagicSchool welcomes your comments, questions, and concerns regarding our

Privacy Policy. Please contact us at security@magicschool.ai or at our mailing address below:

MagicSchool
Attn: Legal Department
4845 Pearl East Cir Ste 118 PMB 83961
Boulder, CO 80301-6112

MagicSchool participates in the iKeepSafe Safe Harbor program. If you have any questions or need to file a complaint related to our privacy policy and practices, please do not hesitate to contact the iKeepSafe Safe Harbor program at COPPAprivacy@ikeepSAFE.org

Supplemental GDPR Privacy Statement

This Supplemental GDPR Privacy Statement is relevant to any individual located in the European Economic Area who uses our Services.

European Union Regulation 2016/679 of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data ("GDPR"), requires MagicSchool to provide additional and different information about its data processing practices to data subjects in the EEA. If you are accessing the Services from a member state of the EEA, this Supplemental GDPR Privacy Statement applies to you.

For purposes of the GDPR, MagicSchool 4845 Pearl East Cir Ste 118 PMB 83961 Boulder, CO 80301, is the data controller of your personal information.

Legal Basis of Processing. In general, the legal basis for MagicSchool's processing of your personal data in connection with the Services is Article 6(1)(b) of the EU GDPR, which allows processing of personal data as necessary for the performance of a contract or to fulfill your requests.

As exceptions, MagicSchool relies on your consent with respect to cookies that are not strictly necessary and direct marketing emails per Article 6(1)(a) of the EU GDPR; and pursues legitimate interests under Article 6(1)(f) of the EU GDPR with respect to situations where MagicSchool needs to process your personal data to comply with applicable laws (as a U.S.-based company, MagicSchool is subject to U.S. laws and must comply with them) or processes your personal data to improve our business and Services.

Personal Data Transfers outside of the EEA. MagicSchool may transmit some of your personal data to a country where the data protection laws may not provide a level of protection equivalent to the laws in your jurisdiction, including the United States. As required by applicable law, MagicSchool will provide an adequate level of protection for your personal data using various means, including, where appropriate:

- relying on a formal decision by the European Commission that a certain country ensures an adequate level of protection for personal data (a full list of such decisions may be accessed online here: http://ec.europa.eu/justice/data-protection/international-transfers/adequacy/index_en.htm);
- entering into appropriate data transfer agreements based on language approved by the European Commission, such as the Standard Contractual Clauses (2010/87/EC and/or 2004/915/EC), which are available upon request at security@magicschool.ai;
- implementing appropriate physical, technical and organizational security measures to protect Personal Data against accidental or unlawful destruction, accidental loss or alteration, unauthorized disclosure or access, and against all other unlawful forms of processing;
- and taking other measures to provide an adequate level of data protection in accordance with applicable law.

Any onward transfer is subject to appropriate onward transfer requirements as required by applicable law.

Data Retention. MagicSchool keeps personal data as long as required to provide the Services you have requested or registered for and comply with applicable laws.

Data Subject Rights. You have a right to request from MagicSchool access to and rectification or erasure of your personal data or restriction of processing concerning you, as well as the right to data portability under the GDPR. You also have the right to object, on grounds relating to your particular situation, at any time to the processing of your personal data by us and we can be required to no longer process your personal data. In general, you have the right to object to our processing of your personal data for direct marketing purposes. If you have a right to object and you exercise this right, your personal data will no longer be processed for such purposes by us. You can exercise such rights by accessing the information in your account, submitting request by email to security@magicschool.ai.

If you have provided consent for cookies that are not strictly necessary, direct marketing emails or other data processing based on your consent, you have the

right to withdraw your consent at any time, without affecting the lawfulness of processing based on consent before its withdrawal. You have the right to lodge a complaint with a supervisory authority.

Your Choices. You are not required to provide any personal data to MagicSchool but if you do not provide any personal data to MagicSchool, certain Services may not be available or operate correctly. You may visit our Websites without consenting to cookies that are not strictly necessary; the only consequence is that our Services may be less tailored to you or you will not receive our newsletters or other Services you requested.

Profiling. MagicSchool does not use in connection with the Services automated decision-making, including profiling, in a way that produces legal effects concerning you or which significantly affects you.

Specific location and other sensitive data. We do not collect or process biometric information or specific location information from your devices, nor do we collect or process other "sensitive data" about you, with the exception of your address and payment card information in the event you provide payment for Services, in which case such information is securely processed by our third-party payment processor and we make no other use of such personally identifiable information.

EU and UK Representation.

If you are in the European Union/EEA, you may address privacy-related inquiries to our EU representative pursuant to Article 27 GDPR: EU: [EU-REP.Global GmbH](#), Attn: MagicSchool, Inc., 24114 Kiel, Germany
magicschool.ai@eu-rep.global
www.eu-rep.global

If you are in the United Kingdom, you may address privacy-related inquiries to our UK representative pursuant to Article 27 GDPR: UK: DP Data Protection Services UK Ltd., Attn: MagicSchool, Inc., 16 Great Queen Street, Covent Garden, London, WC2B 5AH, United Kingdom
magicschool.ai@eu-rep.global
www.eu-rep.global

- xiii. **Supplemental Incident Response Plan Overview.** The information below provides an overview of MagicSchool's basic incident response plan. For the full detailed policy, please contact security@magicschool.ai.

MagicSchool's incident response plan follows a structured process to address data breaches and security incidents. Initially, the IT Security Team is responsible for detecting and identifying the incident and promptly documenting relevant details upon detection. Following this, the Data Protection Officer and IT Security Team assess the scope and impact of the incident within 24 hours, determining the types of data affected and the number of individuals involved.

The containment phase involves immediate action to prevent further data loss, which may include isolating affected systems or revoking access privileges. This is carried out by the IT Security Team and Network Administrators as soon as possible post-identification. Notification to relevant internal stakeholders is the responsibility of the Legal Department and Data Protection Officer, with specific procedures in place for teacher PII breaches in compliance with EdLaw 2D, requiring notifications to affected individuals, regulatory bodies, and other necessary entities within 72 hours of assessment.

The investigation phase involves a thorough inquiry into the cause of the incident, with evidence preservation for potential legal actions or regulatory inquiries. This task is performed by the IT Security Team, and external forensic experts may be involved if necessary. Remediation efforts, including vulnerability mitigation and security policy updates, are handled by the IT Department and Data Protection Officer, with immediate implementation and ongoing review.

Documentation of all actions taken, timelines, decisions, and lessons learned is continuously maintained by the Data Protection Officer and Legal Department throughout the process. Communication with affected individuals and addressing media inquiries is carried out by the Communications Department and Legal Department according to the incident response plan's guidelines.

Finally, a post-incident review, led by Senior Management, the IT Security Team, and the Data Protection Officer, assesses the response's effectiveness and guides adjustments to policies, training, and technical safeguards within one month post-incident.

- xiv. **Change of Control:** Over time, Magic School may grow and reorganize. We may share your information, including personal information with affiliates such as a parent company, subsidiaries, joint venture partners or other companies that we control or that are under common control with us, in which case we will require those companies to agree to use your personal information in a way that is

consistent with this Privacy Policy.

In the event of a change to our organizations such that all or a portion of Magic School or its assets are acquired by or merged with a third-party, or in any other situation where personal information that we have collected from users would be one of the assets transferred to or acquired by that third-party, this Privacy Policy will continue to apply to your information, and any acquirer would only be able to handle your personal information as per this policy (unless you give consent to a new policy). We will provide you with notice of an acquisition within thirty (30) days following the completion of such a transaction, by posting on our homepage and by email to your email address that you provided to us. If you do not consent to the use of your personal information by such a successor company, subject to applicable law, you may request its deletion from the company.

In the unlikely event that Magic School goes out of business, or files for bankruptcy, we will protect your personal information, and will not sell it to any third-party.

Student Data Policy

Last Updated: March 12, 2024

This Student Data Policy supplements our Privacy Policy with regard to Student Data that we process under a student data privacy agreement with an Educational Institution. Terms used but not defined in this Student Data Policy have the meaning set out in the Privacy Policy.

- i. When an Educational Institution customer makes our MagicStudent Services available to students for an educational purpose, Magic School may process personal information that is directly related to an identifiable student that is: (i) provided to Magic School by an Educational Institution, or (ii) collected or generated by Magic School during the provision of Services to the Educational Institution ("Student Data"). Student Data may include information defined as "educational records" by the Family Educational Rights and Privacy Act ("FERPA") or "covered information" under California's Student Online Personal Data Protection Act ("SOPIPA"), or other information protected by similar student data privacy laws.
- ii. We consider Student Data to be confidential and do not use Student Data for any purpose other than to provide our Services on the Educational Institution's behalf, in accordance with contractual agreements with the Educational Institution. To help Educational Institutions address their obligations to protect their students' data privacy, we have implemented additional controls and procedures for Educational Institutions when they enter into a contract with Magic School to make our Services available to students for an educational purpose such as our [Student Data Privacy Addendum](#).
- iii. As between us and the Educational Institution, Student Data are owned and controlled by the Educational Institution. Our collection and use of Student Data is governed by our contracts with the Educational Institutions and by applicable privacy laws. For example, we provide our Services to Educational Institutions as a "School Official" under FERPA and we work with Educational Institutions to help protect personal data from the Student's educational record, as required by FERPA.
 - We collect, maintain, use and share Student Data only for an authorized educational purpose and as described in our Agreement with the Educational Institution, or as directed by the Educational Institution or by the Student's parent or legal guardian (each, a "Parent").

- We do not use or disclose Student Data for targeted advertising purposes. Specifically, personalized advertising (ads based on a user's personal information) is not used or displayed in Magic School's products. We are committed to protecting the privacy and data of our students. We do not share student data with third-party advertisers or use it to create profiles for advertising purposes.
- We do not build a personal profile of a Student other than in furtherance of an educational purpose.
- We maintain a comprehensive data security program designed to protect the types of Student Data maintained by the Service.
- We will clearly and transparently disclose our data policies and practices to our users.
- We will never sell Student Data unless the sale is part of a corporate transaction, such as a merger, acquisition, bankruptcy, or other sale of assets, in which case we will require the new owner to continue to honor the terms provided in this Student Data Policy or we will provide the Educational Institution with notice and an opportunity to opt-out of the transfer of Student Data by deleting the Student Data before the transfer occurs.
- We will not make any material changes to our Student Data Policy or contractual agreements that relate to the collection or use of Student Data without first giving notice to the Educational Institution and providing a choice before the Student Data are used in a materially different manner than was disclosed when the information was collected.

iv. **How We Share and Disclose Student Data**

We disclose Student Data solely as needed to provide our Services on behalf of specific Educational Institutions in accordance with our contractual agreements with those Educational Institutions or with the consent of the Educational Institution or Parent. For example, Student Data and account usage data may be disclosed to or accessible by users who are authorized to use the Service on behalf of the Educational Institution, such as the student's teacher or other administrative professional. We also disclose Student Data to our trusted service providers who have a legitimate need to access such information on our behalf, subject to appropriate contractual terms to protect such data. Furthermore, we may disclose Student Data in connection with a business transaction or to support our legal rights and obligations, as described in our Information Sharing and Disclosure section of the Privacy Policy.

v. **How We Use De-Identified Data**

We may also generate, use, and disclose de-identified information for adaptive learning purposes or customized student learning purposes, to recommend content or services relating to Educational Institution purposes or other educational or employment purposes, to develop, research and improve our Services, or to demonstrate the effectiveness of our Services. In addition, we may use de-identified information for the development and improvement of other educational sites, services and applications or technologies more generally to the extent permitted under applicable law. "De-identified information" means data from which all personally identifiable information has been removed or obscured so that the remaining information does not reasonably identify an individual and there is no reasonable basis to believe that the information can be used to identify an individual.

vi. **How We Retain Student Data**

We will not knowingly retain Student Data beyond the time period required to support an educational purpose, unless authorized by the Educational Institution.

Educational Institutions are responsible for maintaining current class rosters, and for managing Student Data which they no longer need for an educational purpose by submitting a deletion request. Please note: even in the absence of instruction by the Educational Institution, we may delete or de-identify data after a period of user inactivity in accordance with our standard data retention policies.

If you are using our Services on behalf of an Educational Institution and wish to access Student Data, delete Student Data or close your account, please contact us (security@magicschool.ai). If you are a Parent or Student and wish to access Student Data, delete Student Data or close your account, please direct your request to your Educational Institution.

vii. **Questions About Student Data**

If you are a Parent or Student and have questions about specific practices relating to Student Data provided to Magic School by an Educational Institution, please direct your questions to your Educational Institution.

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 48 hours 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.
13. **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.
22. 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.
23. 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.
24. 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.
25. **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.
26. 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.
27. 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.
28. 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.
29. 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.
30. 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.
31. 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.
32. 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.