

65 Music Square West



Nashville TN, 37203

July 2021 Renewal Quote #29969

Prepared for:

THOMAS METCALF SCHOOL

Access for:	Description	Length	Grades	Cost
THOMAS METCALF SCHOOL	QuaverEd Music Resources	1 Year License	K 1 2 3 4 5	\$1,680.00

Grand Total*: \$1,680.00

**Sales tax not included. If your organization is tax exempt please provide your tax exempt form.*

Questions? Please contact salessupport@quavered.com and we will be happy to help!

QuaverEd Terms & Conditions

Thank you for landing here at QuaverEd.com – we're excited to be a part of your *Seriously Fun* educational journey! Thank you!

This is the serious part—the Terms and Conditions. Read them carefully as they provide important information. Please only create a QuaverEd account or otherwise use the QuaverEd resources if you agree to be legally bound by all terms and conditions, including the University Contract Addendum as attached, herein. Your acceptance of these Terms and Conditions creates a legally binding contract between you and QuaverEd.

VERY IMPORTANT: QuaverEd is designed for PK-8th grade educators around the world! Each QuaverEd licensed user must create an individual educator account that is not to be shared with others. Educators, school administrators, school district personnel, or other responsible parties may create student accounts linked to the teacher account—but QuaverEd does not market, collect, or otherwise advertise to students under the age of 18.

All QuaverEd resources comply with applicable law, including but not limited to the Family Educational Rights and Privacy Act (FERPA) and Children's Online Privacy Protection Act (COPPA). In compliance with COPPA, QuaverEd never collects PII directly from any user under the age of 13 without the explicit consent of an authorizing adult such as the teacher, district representative, or guardian. If you are a parent, guardian, educator or other authorizing adult and believe that your child or student under the age of 13 has provided Quaver with personally identifiable information without your authorization, please notify PrivacyDirector@QuaverEd.com so that we can immediately delete the information from our servers. For more information about our privacy policy, please [click here](#).

Unauthorized commercial or other misuse of QuaverEd curriculum resources may result in the cancellation of your account.

Account Creation, Maintenance, Term:

Account Creation & Maintenance: In order to access QuaverEd resources, you are required to provide certain information (such as name, e-mail, school district, etc.). You agree that any information you provide will always be accurate and complete, and you agree to update any such information if it changes. Further, you agree that you will not register under more than one email address in an attempt to subvert our preview account access limits.

Email Permissions, WhiteListing: For the duration of your license term, you agree that QuaverEd can send you weekly emails with teaching tips and any tech updates related to your specific license, as well as important information related to your account, access, and functionality. Further, you agree that QuaverEd can send you periodic emails related to new services, curricula, and content available in support of providing high quality resources for skills-based instruction for students in PK-8th grade. Email permissions can be updated by the Licensee. The Licensee agrees that it will request @QuaverEd.com be whitelisted to ensure that

emails, codes, and accessibility are not hindered by district email filters. QuaverEd agrees that it will **never** sell your data or email to any other company or organization.

Confidentiality of Information: You are responsible for maintaining the confidentiality of passwords associated with any account you use to access the QuaverEd resources and you are responsible for all activities that occur under your account(s). You are solely responsible for any consequences, losses, or damages that we may directly or indirectly incur or suffer due to any unauthorized activities conducted by you. If you become aware of any unauthorized use of your password or of your account, you agree to notify QuaverEd immediately at info@QuaverEd.com.

Term: The effective license duration for each Licensee (also referred to as the “Term”) shall be noted on the User’s invoice as well as within the site license User Information profile. In most instances, our license terms are July 1–June 30, to correspond with the academic year.

Licensing Fee: The price for each Licensee’s license “Licensing Fee” is referenced on the Licensee’s invoice. License fees do not include applicable sales or use taxes or book depository fees (where applicable), or credit card merchant fees (convenience payment fees) and which shall be separately stated on the price quote or invoice and borne by the Licensee, unless the User is Tax Exempt or other conditions apply. QuaverEd reserves the right to adjust prices. Any price changes shall be communicated at least 120 days prior to the change going into effect.

Tax Exemption: Licensee of Curriculum Resources are generally understood to be schools, libraries, and other tax-exempt organizations. It is the duty of the Licensee to maintain its tax exempt status. Tax exempt certificates are requested at the time of purchase in order to verify Tax Exempt Status.

Data Integrations: While data integration (Single Sign On or Rostering) is not a requirement of using QuaverEd licenses, should a district elect to enroll in our Single Sign On, Rostering, or Integrations services, QuaverEd provides robust support for such an integrated experience. It is important for Licensee to understand that the QuaverEd license can be completely accessed and utilized without any type of district integration. QuaverEd cannot control or dictate to District IT offices their workflow in making QuaverEd resources available within a District platform. Due to high volumes, requests for Data Integrations received between July and September can take 3–5 weeks to complete, so educators should also be aware that they can access their account natively (from the QuaverEd.com site). For more on available integrations visit this article: <https://help.quavered.com/integrating-with-quavered/>.

Data Integrations or Data Transfer Fee: QuaverEd licenses are fully functional without an integration into District SSO systems. For information on the integrations we support, you can visit <https://www.quavered.com/systems-integrations/>. For supported platforms, QuaverEd provides technical support both for district SSO integrations and student rostering. Should a license holder or district require subsequent integrations (beyond the first integration, typically caused by a district changing service providers mid-license term) or a license holder request exports of data sets or special data sets, there may be a fee incurred. Our standard employee billing rate is \$125 / hour for technical services such as custom data extraction or integrations

services beyond the initial service. We will communicate any conditions warranting a fee-for-service in advance of providing such service and seek budget approvals before beginning any work.

Training Fees: Licenses include access to hundreds of on-demand training resources, recorded and live webinars and training sessions, blogs, weekly tips, social media ideas, and other wrap-around-services to ensure users can make the most of their QuaverEd license. Custom training packages are available for purchase in addition to these offerings.

Customer Service Hotline: QuaverEd agrees to maintain a Customer Service Hotline, staffed by trained professionals, during the school year from 7 AM CST to 6 PM CST.

Unplugged Kits: Licenses may contain access to offline resources created for the instances where Internet access is unavailable – including printables, song downloads, and “unplugged” kits. The term of these Unplugged Kit resources coincides with the term of the Licensee Licenses and shall not be used following expiration of the term of the license. For the avoidance of doubt and to absolve the Licensee from any accidental use or re-use, the unplugged kit (USB drive), mp3s downloaded or other printables downloaded through the license access should be returned to QuaverEd or destroyed following the license expiration date.

A Cloud-Based Software Product: Licensee acknowledges that the purchase of QuaverEd resources requires computer hardware, Internet with appropriate bandwidth/capacity, and projection or smartboard equipment that complies with the minimum standards to realize the full benefits for classroom use. System Requirements are available at <https://help.quavered.com/technical-support/system-requirements/>. The purchase of QuaverEd resources does not include any hardware or separate software products that may be shown in demonstrations, tutorials, or trainings, other than agreed otherwise in writing. Licensee agrees that they may need to work directly with their district IT office to whitelist Quaver sites in order to ensure better bandwidth prioritization by the district, and to ensure that emails, codes, and accessibility are not hindered by district filters.

Intellectual Property , Ownership, Creative Works:

Intellectual Property: QuaverEd is the sole and exclusive owner of our curriculum resources—owning all legal rights, title, and interest in our creative works including ownership to all intellectual property rights worldwide. This includes art, graphics, songs, sounds, voiceovers, design, training videos, teaching videos, and the code and systems created to build, support, and upgrade our resources. Reproduction of such material outside the QuaverEd platform is prohibited. Attempting to license, sublicense, copy, duplicate, distribute, modify, publicly perform or display, transmit, publish, edit, adapt, create derivative works from, reproduce, sell, trade, or resell the QuaverEd Resources (including, without limitation, the reproduction, sale, trading or resale of lessons or guides customized by other QuaverEd licensees) is strictly prohibited without our prior written agreement. Original QuaverEd songs used for school plays, recitals, or school (non-commercial) functions are permitted – so long as QuaverEd is credited in the school playbill, social media, or other avenues for crediting QuaverEd as the lawful intellectual property owner. We believe this is yet another teaching opportunity for students to

understand that careers in creative works; coding, illustration, design, audio engineering, song writing, music making, and other forms have value. Crediting creators matters.

Song Downloads: As part of an active license for QuaverEd resources, licensees can download certain MP3 files for use only in rehearsals and live school-related performances. Not available for download are all copyrighted songs that QuaverEd has licensed for streaming purposes only. Once downloaded, the MP3 files can be used in school performances or for teaching content, but remain the property of QuaverEd. Upon the termination of the License, the Licensee agrees to delete all MP3 files that have been downloaded (see Unplugged Kits, above). Moreover, the Licensee agrees not to copy or share these files with any other persons or organizations.

Limited License of Certain Commercially-Available Songs: Among the thousands of original recordings, interactives and resources within QuaverEd curriculum resources, there are a handful of licensed commercially-available songs. Our license of these songs is consistent with their intended, classroom use. For teachers wishing to use these songs in a way other than their licensed use within our curriculum (such as for a school performance), an assignment may be required from the licensing entity. Please contact us at Info@QuaverEd.com for avoidance of doubt in any school performances which may be recorded by parents.

Creation of New Resources by Licensed Users: Notwithstanding the foregoing, the QuaverEd platform includes functionality that allows licensees to create new content, make recordings, edit original content, add, annotate or otherwise edit some QuaverEd resources. These activities are permitted to the extent they are enabled within the QuaverEd license, provided that such teacher-customized content is used solely for educational purposes. Unauthorized use of QuaverEd content may give rise to a claim for damages and be a criminal offense. No materials copyrighted by a third party are allowed to be imported into the QuaverEd resources without permission from that party (or through acceptable use of public domain works, as determined by the Licensee). QuaverEd is not responsible for any infringement of intellectual property by its users.

Ownership of Works Created by Licensed Users or Students: Licensee may use the QuaverEd platform to create assignments or request assignments from students. To the extent permitted by the platform functionality, the derivative work created which can be downloaded (for example ringtones, compositions, or mp3s) can remain the property of the Licensee or the student beyond the life of the license.

Intellectual Property Claims of Others: Should QuaverEd be contacted by the owner of a song or other material uploaded by a licensed user into our platform (non QuaverEd material), it is our policy to respond promptly to claims of intellectual property misuse. Our procedures for responding to alleged copyright infringement are consistent with the form suggested by the United States Digital Millennium Copyright Act, the text of which can be found at the U.S. Copyright Office web site <http://www.copyright.gov/legislation/dmca.pdf>. Please note that you will be liable for damages (including costs and attorneys' fees) if you make any material misrepresentations when making or countering a copyright infringement claim.

Modifications by QuaverEd

Modification of Resources for Technical Reasons: From time to time, QuaverEd will need to modify resources in order to ensure they are properly functioning with updates to operating systems, browser design, hardware changes, and other technical issues beyond our control. These modifications will be made and patched regularly to ensure the proper functioning of the QuaverEd resources. Any significant functionality changes will be accompanied by notice through our email and other communications channels, with training videos provided where applicable.

Other Modification of Resources or Content: QuaverEd will continually assess content through various educational lenses in an effort to ensure resources are free of bias or prejudice. Our commitment to equity, diversity, and inclusion—and details on our resource review process—are available at <https://www.quavered.com/equity-diversity-andinclusion/>. Any resources removed or altered for these reasons will be announced through the QuaverEd blog with sufficient time provided for educators to make alternative arrangements in their teaching approach or practice prior to the removal of the resources. In order to reduce disruption to school-year plans, we endeavor to make any changes in content which necessitate removing resources from our platform in the summer. We will continue to add, increase, and enhance the quality and content available through QuaverEd licenses throughout the school year. We welcome feedback on this practice or further questions, which can be addressed to QuaverEd DEI Committee and emailed to info@QuaverEd.com.

Modifications due to Change in Applicable Law: QuaverEd shall have the right to modify the terms of this agreement, as needed (as reasonably determined by QuaverEd), in order to comply with Federal COPPA and FERPA laws or any other relevant legislation, including but not limited to any state or federal privacy laws or other laws governing use of educational materials for minor children.

Acceptable Use

No Unlawful Activity: As a condition of use by the Licensee of the QuaverEd Resources, you will not use the QuaverEd resources for any unlawful purpose. You will not upload any materials that are threatening, pornographic, obscene, harassing, hateful, racially or ethnically offensive or encourages conduct that would be considered a criminal offense, violate any law or is otherwise inappropriate for the profession of educating children in grades PK-8. You may not use the QuaverEd resources or platform in any manner that, in our sole discretion, could damage, disable, overburden, impair or interfere with any other licensed party's use of them. In addition, you agree not to use false or misleading information in connection with your licensed account, and acknowledge that we reserve the right to disable any Licensee's account with a profile which we believe (in our sole discretion) is false or misleading.

Messaging, Chat, Communications Features: The QuaverEd platform provides several communication tools, including video record (teacher and student record) and teacher-student chat mechanisms. By posting information or otherwise using any open communication tools as mentioned, you agree that you will not upload, post, share, or otherwise distribute any content that: (i). is illegal, threatening, defamatory, harassing, degrading, intimidating, fraudulent, racist, and pornographic or contains any type of inappropriate or explicit language; (ii). infringes any

trademark, copyright, trade secret, or other proprietary right of any party; or (iii). attempts any type of unauthorized advertising. QuaverEd does not accept any liability for the unauthorized actions of licensed users. QuaverEd is not responsible for filtering or monitoring use by Licensee of chat or messaging features between Licensee and students for whom they are responsible.

Privacy Policy

QuaverEd's Privacy Policy: Our privacy policy can be reviewed at <https://www.quavered.com/privacy-policy/> (the "Privacy Policy"). It describes the collection, use and disclosure of data and information (including location and usage data) by QuaverEd in connection with the QuaverEd resources. The Privacy Policy, as may be updated by QuaverEd from time to time in accordance with its terms, is hereby incorporated into these Terms and Conditions.

Product Warranty, Disclaimer of Warranties

QuaverEd warrants to the Licensee that the Service purchased hereunder shall be free from defects in materials and workmanship and shall conform in all material respect to the specifications, provided the Service in question has been used in accordance with ordinary industry practices and conditions. QuaverEd also warrants that it owns or has licensed all copyrighted Material or that the Material is in the public domain. QuaverEd does not warrant that the operation of the online service will be uninterrupted or error free, though currently the QuaverEd sites have 99.95% uptime. Licensee acknowledges that his/her use may be interrupted or constrained by bandwidth restrictions by the school's Internet provider, firewalls, server malfunctions, and other problems. Whenever possible, QuaverEd will forewarn all license holders of any planned outage for maintenance or acknowledged technical problems. The foregoing express warranties are limited to QuaverEd and are not transferable and are in lieu of any other warranty by QuaverEd with respect to Services furnished hereunder. Quaver grants no other warranty, or fitness for a particular purpose, either express or implied.

Commitment to Continuous Improvement: We reserve the right to anonymously track and report any Licensee activity inside of the QuaverEd resources using non-personally identifiable information as more fully discussed in our Privacy Policy. We utilize this data to continually improve our services, balance server load, and for other technical needs such as browser configuration or anticipation of challenges presented to licensed users by hardware, software or other manufacturers supplying services to the Licensee.

Termination

We may, at our sole discretion, suspend or terminate the Licensee's access to all or part of the QuaverEd resources for any reason, including, without limitation, for breach of these Terms and Conditions. QuaverEd will notify users whose license has been terminated, and provide as much information as is legally permitted related to the reason for QuaverEd's termination of the Licensee's access.

Breach of Agreement: In the event that QuaverEd verifies any actions by an Licensee to intentionally breach the Terms and Conditions of this agreement, such actions will be grounds for immediate termination of the license(s) of the Licensee. Termination will become effective on written notice from QuaverEd to the Licensee. No refunds or credit for the unused term of the license(s) will be granted. Further action by QuaverEd to recover additional costs of the breach may be initiated.

Failure of Quaver to Perform: In the event Licensee believes that QuaverEd has failed to perform under the Terms and Conditions of this agreement, the Licensee is required to give written notice to QuaverEd and allow 30 days to correct the problem. If the problem is not corrected within 30 days, the Licensee will receive a refund for the unused portion of the license term.

Non-Payment: If the Licensee does not pay QuaverEd within 60 days of the due date of the payment for the Licensee's licence, QuaverEd may suspend the license until such payment is made. Timely notice will be provided of pending suspension for non-payment.

Bankruptcy: This Agreement shall terminate, without notice, (i) upon the filing by or against either party of insolvency, receivership, or bankruptcy proceedings or any other proceedings for the settlement of either party's debts, (ii) upon either party making an assignment for the benefit of creditors, or (iii) upon either party's dissolution or ceasing to do business, (iv) in the event of QuaverEd's bankruptcy or insolvency, the company will endeavor to provide a server consisting of all currently licensed materials purchased by the Licensee in order to support the Licensee through the remainder of the license term.

Miscellaneous

Transfer of Rights to Successors: The rights and obligations of either party shall not be transferable without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed. All obligations of the parties herein shall be binding upon their respective successors or assignees.

Jurisdiction for Disputes: Unless otherwise agreed with the District of the Licensee, this agreement shall be governed by, and its terms shall be construed in accordance with, the laws of the state of Tennessee or, if Federal, in the jurisdiction of the U.S. Court of the Middle District of Tennessee.

Indemnification: To the extent permitted by law, QuaverEd and Licensee hereby indemnify the other and save and hold the other harmless from any and all claims, causes of action, damages, liabilities, costs, losses, and expenses (including legal costs and reasonable outside attorneys' fees) arising out of or connected with any claim, demand or action which is inconsistent with any of the warranties, representations, covenants, or agreements such party has made in this agreement including but not limited to any claim brought by a Participating Student (or the student's family) or any third party as a result of a failure of Licensee to obtain a valid parental consent/waiver which duly authorizes the Participating Student's use of the Services and/or Materials associated with the Licensee's license.

No Waiver: No waiver or breach of any term or condition of this Agreement shall be construed as a waiver of any other breach of such term or condition, or of any other term or condition, nor shall any failure to enforce any provisions hereunder operate as a waiver of such provision or any other provision hereunder.

Enforceability: In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, except in those instances where removal or elimination of such invalid, illegal, or unenforceable provision or provisions would result in a failure of consideration under this Agreement, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein.

Force Majeure Event: In the event of an event or circumstance beyond the reasonable control of QuaverEd such as an act of God; strike, lock out or other industrial or trade disputes impacting service delivery (whether involving employees of QuaverEd or a third party); war, threat of war, terrorist act, revolution, riot, civil commotion, public demonstration, sabotage, vandalism; cyber-security attack which could not be prevented by generally-accepted industry best practices, attack to servers, power failure or explosion, governmental restraint of business operations by local, state or federal authorities, natural disasters or weather related emergency conditions (lightning, fire, storm, flood, earthquake) QuaverEd shall not be liable for failure of the site to operate and any clauses related to up-time, speed, or deliverability of services shall not be in effect during the Force Majeure event.

By using the QuaverEd site, the Licensee understands, acknowledges, and agrees to the Terms and Conditions of this Agreement.

If you have any questions or comments about these Terms and Conditions or our Privacy Policy, you can contact us at: PrivacyDirector@QuaverEd.com

For the previous version of our terms and conditions, please visit:
www.quavered.com/termsandconditionsold

The Board of Trustees of Illinois State University

QuaverEd

 

Ernest Olson, Director of Purchases

QuaverEd Privacy Policy

Table of Contents

- [Introduction](#)
- [Definitions](#)
- [Types of Data Collected and Purpose](#)
- [Data Collection Protocols](#)
- [Data Storage and Protection](#)
- [Data Utilization](#)
- [Disclosure](#)
- [Data Retention](#)
- [Security Incident Response](#)
- [Data Access and Correction](#)
- [Sucessor Entities](#)
- [User Responsibility](#)
- [Policy Consent](#)
- [Policy Updates](#)

Introduction

As a digital education platform and service provider, QuaverEd interacts with a lot of sensitive data. This Privacy Policy describes how QuaverEd collects, utilizes, stores, transfers, and destroys sensitive data securely.

QuaverEd has a robust data security program in place to ensure the protection of the data we handle and to comply with all legal regulations, including FERPA and COPPA. We have a comprehensive data security manual detailing procedures for data collection, use, storage, transfer, destruction, and security incident response. All QuaverEd employees with access to sensitive data undergo criminal background checks, attend annual data security training, and sign confidentiality agreements.

Any questions regarding QuaverEd's data security practices can be directed to privacydirector@QuaverEd.com.

Definitions

For the purposes of this Privacy Policy, the following terms are defined:

- **Data Owner:** An individual that has direct ownership claims over the data in question, or an individual that is an authorized representative of an organization that has ownership claims over the data in question. For instance, with student data the Data Owner might be the student themselves, the student's parents, or a district IT administrator that is authorized to manage the district's student data.

- **Derivative Data:** Information that is related to a user, but is created and exists within the QuaverEd program. For instance, student assessment data from assessments taken in the QuaverEd platform would be Derivative Data.
- **Digital User Metadata:** Information that is related to a user, and specifically a digital user or user account, but does not uniquely identify any real individual nor have permanent association to any real individual. For instance, Digital User Metadata might be a user's browser information. While this data is related to a digital QuaverEd user, it does not uniquely identify any real individual, as many individuals might utilize the same browser version, nor is it permanently associated to any real individual, as any individual can use any browser at any time.
- **Personally Identifiable Information (PII):** [From FERPA] Information that can be used to distinguish or trace an individual's identity either [directly](#) or [indirectly](#) through linkages with other information. At times this policy may distinguish between student PII and other user PII.
- **User Data:** A term that encompasses user PII, Digital User Metadata, and Derivative Data.

Types of Data Collected and Purpose

QuaverEd collects User Data only for educational purposes to fulfill our contractual obligations and provide services to our customers, acting as a School Official with a legitimate educational interest as defined in FERPA. QuaverEd does not collect, use, maintain, use, or share any personal information beyond that needed for authorized educational purposes.

All User Data is collected, used, and maintained securely and in compliance with all state and federal statutes, as will be described in further detail below. A complete, up-to-date listing of the data elements that QuaverEd collects and how each element is used can be found on our [data security notice help page](#).

Adult PII (Teachers, Counselors, Administrators, etc.)

QuaverEd collects a limited amount of PII from our adult educational users, including but not limited to teachers, school counselors, principals, and district administrators. For these users, we require name and email address. This identifying information is critical for the creation, protection, and maintenance of a QuaverEd licensed user account.

Student PII

QuaverEd does not require that any student PII be entered into our platform. QuaverEd offers the option of creating student accounts, but student accounts are not required. If an educational entity wants to utilize QuaverEd's student account functionality, the educational entity may choose what student PII to share with the QuaverEd platform in order to do so. Student accounts may be created utilizing anonymous credentials. Student names, emails, and other PII are not required.

To make student account management more effective and intuitive, student PII may be shared with QuaverEd. Student names, emails, IDs, and more can be shared with QuaverEd to make it easier for students to log in and for teachers to identify students within the program.

Digital User Metadata

QuaverEd also collects Digital User Metadata such as IP, device, and browser information. This information is only used internally to allow us to better serve our users. For instance, we monitor the devices and browser versions used to access QuaverEd so that we can ensure that our platform continues to run smoothly on those devices and browser versions.

Derivative Data

QuaverEd collects Derivative Data, such as usage data, access data, assessment data, and more. This data is used for various educational purposes. Usage and access data is reported to educational organization leadership (school supervisors and district administrators) to provide insight into how their users are utilizing QuaverEd. QuaverEd also monitors usage and access data to determine how our program is being used and what new features might need to be developed to better support the educational purposes of educational organizations. Assessment data allows teachers to measure, track, and report student progress from within the QuaverEd platform.

[Data Collection Protocols](#)

QuaverEd has various methods for collecting User Data. Data may be collected directly from users or shared by administrative entities such as school or district IT departments.

Collecting Data From Users

In compliance with COPPA, QuaverEd never collects PII directly from any user under the age of 13 without the explicit consent of an authorizing adult such as the teacher, district representative, or guardian. Any data entry forms on QuaverEd, including but not limited to account sign up forms, contact forms, and more, require that users certify that they are over the age of 13 before entering any PII, or they require explicit authorization from an authorizing adult to collect such information from the student user. QuaverEd does not request PII directly from users under the age of 13 without the authorization of an authorizing adult through any methods, including but not limited to email, phone, or in-site forms.

Adult users, including but not limited to teachers, counselors, administrators, and parents, may be asked to share PII with QuaverEd to support critical account functionality or powerful educational features. For instance, a QuaverEd teacher may be asked to enter their teacher email address as this is critical for the creation, protection, and maintenance of a QuaverEd licensed teacher account. Teachers may also choose to enter student PII into QuaverEd in order to utilize powerful educational tools, such as assessments and gradebook functionality. Teachers must only enter student PII into QuaverEd if they or their parent educational organization have already obtained proper consent from the students' parents.

All User Data is collected over secure channels. Data collected within QuaverEd's program is always transferred securely using HTTPS and TLS protocols. If a user needs to deliver sensitive data to QuaverEd outside of the program itself, an sFTP transfer will be utilized. This ensures that all User Data collected is securely transferred and encrypted in motion.

Collecting Data From Administrative Entities (School or District IT)

Following educational industry trends and best practices, much of the User Data that QuaverEd collects is shared by a higher administration entity of an educational organization, rather than by an individual user. QuaverEd receives User Data from schools and districts utilizing secure exchange protocols agreed upon by both parties. These secure exchange methods include but are not limited to sFTP transfers and API exchange using HTTPS and TLS protocols.

All data exchanges of this nature are set up with the administrative entity's approval and participation in an effort to provide a better service to their users. QuaverEd collects the data needed to support only the educational purposes of our users, acting as a School Official with a legitimate educational interest as defined in FERPA. Administrative entities, including but not limited to school and district IT teams, must obtain proper consent from their students' parents or guardians before sharing student data with QuaverEd.

Data Storage and Protection

QuaverEd takes significant measures to protect all User Data in our possession. We follow industry best practices and comply with all state and federal statutes and contractual obligations.

All student PII is stored encrypted in place at all times utilizing at least 256 bit encryption protocols. All User Data is stored in access-restricted systems within the United States. Only authorized QuaverEd employees can access sensitive data, and only to serve the needs of our users. All QuaverEd employees with access to any User Data undergo criminal background checks, attend annual data security training, and sign confidentiality agreements. QuaverEd does not disclose User Data to any third parties.

Data Utilization

QuaverEd utilizes the User Data we collect solely for educational purposes to serve our customers' needs. QuaverEd does not construct marketing profiles from User Data. Any user profiles constructed are used only for educational purposes. For instance, a student profile may be constructed that provides a holistic view of a student including their identifying information, assessment data, attendance records, and more. This student profile would only be created to present powerful insights to the student's teachers, parents, or other authorized educational parties.

QuaverEd does not use user profile data for marketing or advertising purposes. QuaverEd does not disclose any user profile data to third parties.

Specific User Data elements are utilized for differing purposes. For instance, a student's name might be utilized to populate a teacher's class roster in QuaverEd and allow the teacher to identify the student within the program. A teacher's email address might be used for critical account communications. A complete, up-to-date listing of the data elements that QuaverEd collects and how each element is used can be found on our [data security notice help page](#).

Disclosure

QuaverEd does not disclose User Data to any third parties without the express, written consent of the Data Owner. QuaverEd never sells student data for any reason. QuaverEd only transfers User Data to verified, authorized recipients using secure transfer protocols that encrypt the data in motion. We have internal rules and procedures in place for determining authorized recipients and verifying their identity. We do not share User Data, even de-identified, with any third parties.

QuaverEd sometimes employs subcontractors to fulfill our duties to our customers. Any subcontractors employed by QuaverEd who are given any access to User Data are held to QuaverEd's strict protocols and standards regarding the handling and protection of that data.

QuaverEd is a digital platform with a sophisticated web architecture. While all systems are designed and managed by QuaverEd, our web hosting infrastructure is provided by Amazon Web Services (AWS). QuaverEd does not explicitly disclose any sensitive data to AWS, but the data in QuaverEd's possession is stored on AWS systems within the United States. AWS is one of the largest web hosting providers in the world, with robust security procedures in place. AWS meets or exceeds QuaverEd's strict protocols for data security and complies with all federal and state statutes, including FERPA.

Data Retention

QuaverEd retains User Data as long as it is useful to provide services to the Data Owner. As long as the Data Owner's data is being utilized to support features being used by that Data Owner, QuaverEd will continue to collect and store the data. When the data is no longer in use, QuaverEd will de-identify any User Data so that it can no longer be associated to any real individual. QuaverEd will retain the de-identified User Data solely for internal research and product development purposes.

The Data Owner may request that QuaverEd de-identify or securely destroy their User Data in our possession at any time. If a Data Owner requests that QuaverEd de-identify or securely destroy their data, QuaverEd will obtain verified authorization from the Data Owner before completing the requested action. Once authorization is obtained, QuaverEd will de-identify or securely destroy the data specified and will provide certification to the Data Owner that the action has been completed.

Data authorized for destruction will be securely destroyed following industry best practices, such as NIST SP 800-88. Depending on the data storage format, the destruction method will vary. The data destroyed will not be recoverable within the normal course of business.

Security Incident Response

QuaverEd has a robust Security Incident Response Plan in place to respond to any data security incidents quickly and effectively. The plan is divided into five key phases:

1. **Prevent or Mitigate Breach** – As soon as QuaverEd becomes aware of any potential issue that could result in the unauthorized disclosure of sensitive data, our response team, will immediately take any actions possible to prevent or mitigate the disclosure.
2. **Assess Impact** – QuaverEd will then assess the Security Incident and determine if there was a confirmed Security Breach, defined as a confirmed unauthorized disclosure of sensitive data. If there was a Security Breach, we will assess what data was disclosed and to whom.
3. **Notify** – In the case of a Security Breach, affected users and Data Owners will be notified of the details of the disclosure.
4. **Remediate** – QuaverEd will work to address any security vulnerabilities illuminated by the incident in order to prevent future incidents. We will also assess our own response execution and make improvements to our Security Incident Response Plan where possible.
5. **Report** – QuaverEd will write a retrospective report including the full details of the incident and our response. This report may be made available to customers upon request, with the understanding that certain security details may need to be redacted to protect QuaverEd’s security infrastructure and the data still in QuaverEd’s possession.

A full version of QuaverEd’s Security Incident Response Plan may be shared with customers upon request.

Access and Correction

Data Owners can contact QuaverEd with inquiries regarding their User Data. QuaverEd will provide data requested to verified authorized recipients. If any User Data is found to be inaccurate or requires corrections, QuaverEd will update the data as needed to ensure it is accurate. All data inquiries can be directed to QuaverEd’s support team at **info@QuaverEd.com**. In accordance with certain statutes and contractual requirements, QuaverEd may direct students and parents of students to request data access or adjustments through their educational organization.

Successor Entities

If QuaverEd is ever sold or merged with another business entity, the new parent business entity will agree to adhere to the same data security standards as QuaverEd before any user data in QuaverEd’s possession is shared with the new business entity. If the new business entity does not agree to uphold the same or stricter data security standards as QuaverEd, then all existing QuaverEd users will be notified of the impending business change and be allowed to choose whether they want their User Data shared with the new business entity or destroyed.

User Responsibility

QuaverEd agrees to follow industry best practices and comply with all legislation regarding the handling and protection of User Data. We have significant security protocols in place to ensure User Data is protected during collection, storage, and transit. QuaverEd does not accept responsibility for unauthorized disclosure of User Data that occurs as a direct result of customer or user negligence. Users should utilize strong passwords and access QuaverEd utilizing secure

networks. Users should never share their access credentials or personal data with any unauthorized parties or over any insecure channels.

Policy Consent

Any individual over the age of 18 years old who establishes a QuaverEd account or purchases a QuaverEd license authorizes QuaverEd to collect and utilize their User Data. QuaverEd is authorized to collect and utilize User Data for users under the age of 18 (students) when a parent, guardian, or educator of such student (a) establishes a QuaverEd account for the student user; (b) instructs the student user to establish a QuaverEd account; or (c) directs the student user to complete educational tasks (assignments, activities, and the like) utilizing the QuaverEd platform. QuaverEd is also authorized to collect and utilize User Data for any users created as a result of bulk User Data exchange from an educational organization administrative entity.

Policy Updates

This Privacy Policy may be updated periodically to reflect new data security protocols and address compliance with new data security legislation. Immaterial updates, such as basic contact information updates, may be made at any time without user notice. If and when any material updates to this policy are made, users will be provided with notice and the opportunity to provide new consent.

Accessibility

As a provider of digital curriculum resources for educators, we take web accessibility and privacy very seriously.

We seek to meet—or substantially meet through intent—the accessibility requirements set forth the **Americans with Disabilities Act** and in **Section 508 of the Rehabilitation Act of 1973**. As classroom technology evolves, we will continually work to improve our accessibility compliance in every area.

Our program is comprised primarily of teacher-led resources, which are accessed online through any web browser with internet access. Students receive instruction from the educator, and no use of student technology is required. Teachers are also provided with many options for differentiation to students with disabilities including alternative printable assessments and exercises, technical controls to manipulate volume, tracks, and lyric highlighting, closed captioning on video content, and options to extend the learning to student devices when possible. To support continued accessibility for teachers with variable Internet use, or in the case of Internet outage, we also provide a hard copy Unplugged Kit, which includes printable materials and mp3 files of key material.

While our focus has been on teacher-led resources, we also provide training and reference material for teachers to address the education of students with disabilities. Our Best Practices documentation outlines ways in which music teachers can adapt the resources and methods to meet the needs of a variety of students. We also have strong partnerships with the Colorado School for the Blind and Deaf and the Rochester School for the Deaf and have been excited to learn from them and respond to their students' needs.

We are also committed to compliance with the Children's Online Privacy Protection Act of 1998 ("COPPA"), and the **Family Educational Rights and Privacy Act ("FERPA")**. Download our [Privacy Policy](#) in full for more details.

**University Contract Addendum
Standard Terms & Conditions**

Vendor Name:	<u>QuaverEd</u>
Contract/Quote/PO Number:	<u>K-700-003302</u>
Contract/Quote Date:	<u>5/19/2021</u>

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.
- c. Additional insurance requirements:

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.

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. **COVID-19 ON CAMPUS Requirements:** While on campus, contractors and subcontractors agree their employees shall use best efforts to follow all applicable COVID-19 safety requirements, guidelines, standards, and best practices issued by applicable local, state, and federal authorities, including but not limited to, the U.S. Center for Disease Control and Prevention, the Occupational Safety and Health Administration, the Governor of the State of Illinois and the Illinois Department of Public Health. Consistent with applicable law, Contractor/Vendor also agrees to immediately notify the University Environmental Health and Safety Department if it receives information regarding a contractor or subcontractor employee who a) has received a positive COVID-19 diagnosis and b) has been present on campus in the last 7 days prior to contractor's receipt of such information. Contractor/Vendor should contact Environmental Health and Safety at 309-438-8325 to provide this notice.
11. **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.
12. **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.
13. **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.

- 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.

14. **Attachments:** Vendor agrees to complete and abide by the following documents attached hereto and made a part hereof:

- Data Security Addendum
- PCI Compliance
- _____

15. **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.