

May 24, 2021

StandardsScore/ Verudix Solutions, Inc.  
2021 Midwest Road, Suite 23200  
Oakbrook, IL 60523

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

Dear StandardsScore/ Verudix Solutions, Inc.

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

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

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

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

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

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

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

Sincerely,



Ernest Olson  
Director of Purchases

### **Vendor Acceptance of University Laboratory School Software Addendum**

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

**Acknowledged & Accepted:**

**Vendor / Operator Signature:**

*Sreedhar D Palepu* Jun 25, 2021  
[Sreedhar D Palepu \(Jun 25, 2021 11:12 EDT\)](#)

**Signature**

**Date**

Sreedhar D Palepu President

**Print Name & Title**

cc: University Laboratory Schools, [labschools@ilstu.edu](mailto:labschools@ilstu.edu)  
Illinois State University Purchasing, [ISUPurchasing@ilstu.edu](mailto:ISUPurchasing@ilstu.edu)

# Verudix Solutions

## Licensing Agreement and Contract

### Licensing

**Restrictions:** StandardsScore software (previously known as WebGrader software ("Software")) contains copyrighted material, trade secrets, and other proprietary material of Verudix Solutions, Inc. (hereinafter referred to as "Verudix Solutions") and its licensors. You agree that in order to protect those proprietary materials, except as expressly permitted by applicable legislation, you will not decompile, reverse engineer, disassemble or otherwise reduce all or any part of the Software to human-readable form unless Verudix Solutions provided it to you in human-readable form. You may not modify, rent, lease, loan, distribute, or create derivative works based upon the Software in whole or in part, except as expressly permitted by Verudix Solutions. You will use and promote the Services offered by us in a manner consistent with all applicable local, state and federal laws and regulations.

**Ownership:** The Software and documentation are licensed, not sold, to you for use only under the terms of this License, and Verudix Solutions reserves all rights not expressly granted to you in this License. Verudix Solutions and/or Verudix Solutions's licensors retain title to the Software and related documentation, and all intellectual property rights therein.

Information and data stored on the Verudix Solutions database may be viewed, but not necessarily altered, by any user with a valid identification and password. Verudix Solutions reserves the right to distribute read-only passwords for its database (or parts therein) to other users, schools and districts. Provided any information available is in accordance with current FERPA laws and regulations.

Information and data stored on the Verudix Solutions database becomes the joint property of Verudix Solutions and your institution. Upon cancellation of service, you have the option to be provided with a copy of your institution's data in electronic format upon written request, though not necessarily in database format. This service may be subject to a fee. Verudix Solutions reserves the right to maintain data and information on its database after cancellation or discontinuation of this contract.

**Limitations.** You have no right to or interest in the Services or related software (including all associated patents, copyrights, trademarks, trade names, trade secrets, or other intellectual property rights.) Furthermore, Your right to use the Services under this Agreement does not give You any right to receive, use or examine any source code or design documentation relating to the software used to provide the Services. You may not modify, translate, decipher, decompile, disassemble or otherwise reverse engineer or attempt to reconstruct or discover any source code or underlying ideas or algorithms or file formats or programming or interoperability interfaces of the Services by any means whatsoever. You may not (or allow any third party to) modify or incorporate any portion of the software used to provide the Services into any other software or create a derivative work, or develop any other product or allow any third party to access the Services, or the software associated therewith. You are solely responsible for the content of any transmission across your network from, to, by, on behalf of, or for your benefit, including all electronic data transmitted to VERUDIX SOLUTIONS.

**License to Adapt User Content.** You hereby grant to VERUDIX SOLUTIONS a nonexclusive, worldwide royalty-free license during the term of this Agreement to edit, modify, adapt, translate, exhibit, publish, transmit, participate in the transfer of, reproduce, create derivative works from, distribute, perform, display, and otherwise use the User Content as necessary to render the Services under this Agreement. For the purposes of this agreement, "User Content" means any materials provided by You to VERUDIX SOLUTIONS for incorporation in the software, including, but not limited to, any images, photographs, graphics, audio clips, video clips or text, whether or not such item is a valid trademark, trade name, copyright, or other intellectual property right.

**Limited Warranty:** Except as expressly provided herein, the Software, related documentation, any applications created with the Software are provided "as is" and without warranty of any kind. Verudix Solutions and its licensors expressly disclaim all other warranties with respect to the Software and related documentation, whether such warranties are express or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose and non-infringement.

You agree to assume all liabilities and risks associated with use or operation of the Software. No oral or written information or advice given by Verudix Solutions or any of its employees, representatives, or resellers shall create any warranty in addition to those given herein. Some jurisdictions do not allow the exclusion of implied warranties, so the above exclusion may not apply to you.

The Services by VERUDIX SOLUTIONS shall be provided during the period stated on the invoice ("Service Date"). Pricing from year to year may be subject to change. Multi-year pricing can be agreed to by both parties which can limit the pricing fluctuations for the client. Payment is due 30 days prior to start of system usage or 30 days after integration test, whichever is earlier. This Agreement will automatically renew for successive twelve (12) month period,

beginning on the anniversary of your contract period. Either party may cancel the renewal of this Agreement upon written notice to the other no later than 60 days before services begin for the renewal year.

This Service Agreement (the "Agreement") is a legal agreement between you (both the individual using the Services and any legal entity on whose behalf such individual is acting) ("Customer", "You" or "Your") and Verudix Solutions, an Illinois company ("VERUDIX SOLUTIONS", "Us", "We" or "Our"), for the Internet services described and includes all accompanying documentation, whether printed, electronic or otherwise (the "Services"). By logging into software, the parties agree to the terms contained in this Agreement, including those terms and conditions on the reverse of, or attached to, this Agreement.

Services to Be Provided: Subject to the terms and conditions of this Agreement, We agree to provide you, directly or through our subcontractors or affiliates, with the Services defined above and certain access to and use of the web site. The Services are provided on a personal, non-exclusive basis and may not be sublicensed or otherwise transferred to a third-party without our prior written consent, except as otherwise provided in this Agreement. Access to, and use of, the Services shall be limited to your employees, staff, students, and their parents/custodians.

**Access to the Service:** Access to the Service may be limited from time to time at the sole discretion of VERUDIX SOLUTIONS for any reason, including, but not limited to emergency repairs or as a result of circumstances beyond the control of VERUDIX SOLUTIONS. Furthermore, you agree to use the Service in a manner consistent with any and all applicable laws and regulations, and not in a manner that disrupts third parties' use or enjoyment of the Service.

**Guarantee of Operation:** The Software is guaranteed to be 99% Operational. "Operational" means that the Verudix Solutions servers and the Internet connection from the Verudix Solutions servers to the Internet are functioning properly. You are solely responsible for your Internet connectivity and equipment. In the event there is a failure of the Verudix Solutions servers or Verudix Solutions's Internet connection resulting in downtime by you, you may receive a credit for the loss of service as a proportion of your subscription equaling the time that service was not available. In order to receive this credit, you must call technical support (630-461-0506) or email support@verudix.com to verify the problem and to log the outage. Once the system is back on-line or the transition to backup servers is made and service is restored, our technical support staff will notify you via phone and email that service is restored and to log the date and time. This information will be forwarded to billing in order to issue a credit to you. This guarantee of operation excludes scheduled downtime for maintenance and provided upgrades, acts of war or terrorism, natural disasters, or acts of God. We will endeavor to identify and solve problems with accessing Software, regardless of the point of origin.

**Indemnification and Limited Warranties**

- DISCLAIMER: You acknowledge and agree that you have independently verified that the Services are appropriate for the purposes for which you intend to use them, and that you did not rely upon the skill or judgment of, nor any representations by VERUDIX SOLUTIONS, its employees or agents in such selection. You acknowledge the risks associated with the open structures of the Internet and the transmission of data through such means. You assume the entire risk related to the use of the Services. THE SERVICES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, VERUDIX SOLUTIONS DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED (STATUTORY OR OTHERWISE), INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, CONCERNING THE SERVICES AND THE APPLICATION, OPERATION OR USE THEREOF.
- LIMITATION OF LIABILITY: TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL VERUDIX SOLUTIONS OR ITS LICENSORS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DAMAGES ARISING OUT OF THE SUBJECT MATTER OF THIS AGREEMENT, FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, OR FOR ANY LOST PROFITS, LOST SAVINGS, LOSS OF GOODWILL, OR OTHERWISE, OR FOR LOSS OF OR CORRUPTION OF DATA, OR FOR COST OF PROCUREMENT OF SUBSTITUTE GOODS OR TECHNOLOGY, IRRESPECTIVE OF WHETHER SUCH LOSS OR DAMAGE IS FORESEEABLE BY VERUDIX SOLUTIONS, AND EVEN IF VERUDIX SOLUTIONS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. In any event, the cumulative liability of VERUDIX SOLUTIONS or its licensors to you for all claims related to the Services and this Agreement shall not exceed the total amount you paid to us for the Services provided under this Agreement.
- INDEMNIFICATION: VERUDIX SOLUTIONS shall have the right, but not the obligation, to defend or settle, at its option, any suit arising from a claim that the Services under this Agreement infringe any third party's patent, copyright, or trade secret rights. You agree to provide VERUDIX SOLUTIONS with written notice of any such claim within ten (10) days of your notice thereof and provide VERUDIX SOLUTIONS with all information and assistance VERUDIX SOLUTIONS requests in connection with any defense or settlement of such claim. VERUDIX SOLUTIONS's agreement to indemnify you hereunder is limited in amount to the service fee paid by you to VERUDIX SOLUTIONS under this Agreement. VERUDIX SOLUTIONS has complete discretion and control over such defense and all negotiations for a settlement or compromise, unless it declines to defend or settle, in which case you are free to pursue any alternative you may have. You shall defend, indemnify and hold VERUDIX SOLUTIONS harmless from and against any and all claims, losses, liabilities and expenses (including attorney's fees) related to or arising out of the User Content or

Your promotion or use of the Services, including without limitation claims made by third-parties (including your customers) related to any false advertising claims, liability claims for products or services sold by You, claims for patent, copyright or trademark infringement, or claims due to disruption or malfunction of services provided hereunder, except for those related to the gross negligence of VERUDIX SOLUTIONS. This provision will survive the termination of this Agreement.

- USER CONTENT: You assume sole responsibility for: (a) acquiring any authorization(s) necessary for hypertext links to third party websites; and (b) the accuracy of materials provided to VERUDIX SOLUTIONS, including, without limitation, User Content, descriptive claims, warranties, guarantees, nature of business, and address where business is conducted; and (c) ensuring that the User Content does not infringe or violate any right of any third party.

Term and Termination: This Agreement shall be in full force and effect for the entire Term of the service dates or up to and including the last logon to the software

Taxes: You are responsible for the payment of all applicable service taxes, sales taxes, and all other taxes (other than income taxes payable by VERUDIX SOLUTIONS) that may be assessed or imposed as a result of your use of the Services provided pursuant to this Agreement.

#### Miscellaneous Provisions

- Invalid, Illegal or Unenforceable Provisions: In the event that any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, each invalid or unenforceable provision of the Agreement will be treated by the tribunal as modified to the least extent necessary to rectify its invalidity or unenforceability and shall be enforced as so modified, and the remainder of the provisions of this Agreement shall be unimpaired and remain in full force and effect.
- Binding Effect: Assignment: This Agreement and all of the terms, provisions and conditions hereof are binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. VERUDIX SOLUTIONS may assign any or all of its rights or obligations hereunder in its free, sole and unfettered discretion.
- Governing Law: This Agreement is governed by, and construed in accordance with, the internal laws of the State of Illinois, USA, without regard to its conflict of laws provisions. You agree to submit to the exclusive jurisdiction of and exclusive venue in the state and federal courts of Illinois in connection with any suit or action related to the Services or this Agreement.
- Attorney's Fees: If suit is brought or an attorney retained by Us to enforce the terms of, collect any monies due under, or collect damages for breach of, this Agreement or any contemporaneously executed agreement related hereto, We are entitled to recover, in addition to any other remedy, reimbursement for reasonable attorney fees, court costs and other related expenses incurred in connection therewith.

- Terms of Use: Access to and use of the software may be subject to further terms of use as identified in the software and may be changed from time to time.
- Privacy: VERUDIX SOLUTIONS'S online privacy practices are available online at <http://www.clihome.com>. You are responsible for reviewing and understanding the privacy policies, and ensuring proper disclosure of your privacy practices.

#### Service Agreement

The following constitutes the service agreement between Verudix Solutions, Inc. and the user:

Verudix Solutions agrees to license the use of Curriculum Mapper, StandardsScore (previously known as WebGrader) for the term specified on the Purchase agreement/invoice on file.

Payments to Verudix Solutions shall be due **upon receipt of invoice**.

Payments should be sent to:  
Verudix Solutions, Inc.  
2021 Midwest Road, Suite 200  
Oakbrook, IL 60523

Service will commence upon receipt of payment.

Extra accounts may be purchased at any time from Verudix Solutions. Multiple users may not share a single account, unless said users are teaching the same courses and are actively involved in the planning and execution of every course in the account.

#### **Service may be discontinued at any time for lack of payment.**

Teacher Guides are provided via the Verudix Solutions website in Microsoft Word and PDF format. This manual may be printed, photocopied and distributed to all registered users without violating the copyright agreement. The Microsoft Word / PDF file may also be copied onto other media and distributed to registered users.

Complete Agreement: This License constitutes the entire agreement between the parties with respect to the use of the software and related documentation and supersedes all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter. No amendment to or modification of this License will be binding (with the exception to term and service options as amended via an invoice) unless in writing and signed by an authorized officer of Verudix Solutions, available upon request.

Logging into the system indicates approval of and commitment to the terms and conditions set forth in this document. Verudix Solutions Inc. reserves the right to modify the terms and conditions set forth herein from time to time, and shall notify users of any such modification via the Verudix Solutions website. System login and usage shall constitute agreement to, approval of and commitment to the terms and conditions set forth in this document.

System log-in by any one institutional user, defined as user licensed under a multi-user purchase as part of an organization, and/or delivery of user materials by any means to any one institutional user, shall constitute content and services



delivery and acceptance by the institution. System log-in by any individual user, defined as a user making an individual single purchase, and/or delivery of user materials by any means to any individual single user, shall constitute content and services delivery and acceptance by the individual user.

I accept these Terms & Conditions

## 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](mailto:informationsecurityoffice@illinoisstate.edu).
- b. **Indemnification:** Vendor shall indemnify, defend and hold University harmless from and against all third-party claims, actions, suits and proceedings resulting from the release of any University Data and SOPPA Covered Information, including the University's costs and reasonable attorneys' fees which arise as a result of Vendor's failure to safeguard University Data and SOPPA Covered Information as provided in this Agreement. Any limitations of liability contained in the Agreement shall not be applicable to Vendor's obligations pursuant to this section.

## ADDITIONAL DATA SECURITY TERMS & CONDITIONS:

Please check those terms and conditions applicable to this Agreement.

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

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

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

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

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

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

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

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

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

## Part 2: University & Illinois Procurement Code Addendum

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

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

### 1. **Order of Precedence:**

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

### 2. **Insurance:**

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

### 3. **Confidential Information:**

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

### 4. **Governing Law:**

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

### 5. **Term:**

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

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

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

7. **Payment Obligations:**

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

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

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

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

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

11. **Procurement Code Required Certifications:**

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

12. **Compliance:**

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



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

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

## Certifications and Additional Terms

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

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

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

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

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

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

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

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

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

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

**Additional Terms:**

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

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

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

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

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

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

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






# StandardsScore Contract 6.22.21

Final Audit Report

2021-06-25

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