

COLLABORATION AND DATA SHARING AGREEMENT

THIS COLLABORATION AND DATA SHARING AGREEMENT ("**Agreement**"), effective as of the date last signed by the Parties below ("**Effective Date**"), is entered into by and between Evanston-Skokie Community Consolidated School District 65, a school district having offices at 1500 McDaniel Avenue, Evanston, IL ("**Evanston District 65**"), and Northwestern University, an Illinois not-for-profit corporation ("**Northwestern**") (each a "**Party**" and collectively referred to herein as the "**Parties**").

WHEREAS, Northwestern's Digital Youth Network ("**DYN**") develops and promotes ongoing self-directed learning and beneficial digital education programs for youth with the financial support of the National Science Foundation ("**NSF**");

WHEREAS, Evanston District 65 supports innovative learning opportunities for youth and wishes to engage Northwestern through DYN to provide learning and beneficial digital education programs to youth in Evanston ("**Evanston Learns 3 Project**" or "**EL3 Project**");

WHEREAS, Northwestern and Evanston District 65 wish to collaborate on the EL3 Project, and want to include other organizations and agencies in and around the City of Evanston that wish to participate in the EL3 Project ("**Partner Organizations**") and enter into a data sharing agreement with Northwestern ("**Partner Data Sharing Agreement**");

WHEREAS, the Parties wish to facilitate the creation and maintenance of individual-level data sets and project data sets by Northwestern, and the sharing of data for use by Northwestern staff and approved partners, Evanston District 65, and the Partner Organizations for purposes of tracking individual and family participant characteristics, program participation, and outcomes..

NOW THEREFORE, in consideration of the promises contained herein, the Parties agree as follows:

1. Services; Obligations; Third Parties.

1.1 Northwestern Obligations. Northwestern agrees to provide Evanston District 65 with the work detailed in Exhibit A to this Agreement ("**Services**").

1.2 Evanston District 65 Obligations. As part of the EL3 Project collaboration, Evanston District 65 shall: (i) establish and manage End-User relationships, including, where required by law, obtaining consent from End-Users or their parent(s)/guardian(s) to the data processing and sharing activities contemplated under this Agreement; (ii) oversee the registering and rostering of all End-Users involved in Evanston District 65's programs directly into the EL3 Platform using agreed-upon data; (iii) work to develop a technical plan to receive EL3 Project badge data from

approved EL3 Project sites at agreed-upon intervals; (iv) address local-content customer service questions; (v) designate a representative to participate in a working group of representatives from each city participating in a EL3 project ("**Cities Working Group**"); (vi) use the Northwestern-provided EL3 Project content management tool to manage content on the Project Website; (vii) share draft reports analyzing EL3 Project data in advance of release; and (viii) broker relationships with Partner Organizations and oversee the permissioning of Partner Organizations allowing them to register and roster students in EL3 Project programs.

1.3 Third Party Providers. Northwestern may provide any and all Services to Evanston District 65 via third party subcontractors of Northwestern.

2. Data Types; Data Management and Security; Data Sharing and Use.

2.1 EL3 Project Data Types.

2.1.1 Evanston District 65 Data Set. "**Evanston District 65 Data Set**" shall include: (i) data shared by Evanston District 65 with Northwestern through the EL3 Platform in connection with the EL3 Project and the registering of End-Users, including the records and data elements specifically identified in Exhibit B; (ii) data made accessible to Evanston District 65 by End-Users through the EL3 Platform relating to End-Users' participation in the EL3 Project through Partner Organizations (*i.e.*, all Partner Data Sets); and (iii) badge data associated with EL3 Project programs offered by Evanston District 65. Northwestern and Evanston District 65 shall mutually decide on the specific record and file formats of the Evanston District 65 Data Set. Evanston District 65 agrees to make its best efforts to provide any updates to the Evanston District 65 Data Set in a consistent, agreed-upon record and file format.

2.1.2 Partner Data Set. "**Partner Data Set**" shall include: (i) data shared by a Partner Organization with Northwestern through the EL3 Platform in connection with the EL3 Project and the registering of End-Users, including the data elements specifically identified in Exhibit B; (ii) data made accessible to a Partner Organization by End-Users through the EL3 Platform relating to End-Users' participation in EL3 Project programs associated with the Partner Organization; and (iii) badge data associated with EL3 Project programs offered by a Partner Organization.

2.1.3 End-User-Provided Data. "**End-User-Provided Data**" shall include data provided directly to Northwestern by an End-User when an End-User self-registers in the EL3 Project through the Project Website.

2.1.4 Platform Functionality Data. In connection with the provision of the Services, Northwestern shall collect and maintain certain data automatically generated through End-Users' use of the EL3 Platform and Project Website, including data relating to the functionality of the EL3 Platform and Project Website, End-User interaction with the EL3 Platform and

Project Website, and other data relating to the operation and use of the EL3 Platform and Project Website ("**Platform Functionality Data**"). Northwestern may retain, use and disclose Platform Functionality Data for any legitimate business purposes and it is not required to share or otherwise disclose Platform Functionality Data under the Agreement.

2.2 Adding to Evanston District 65 and Partner Data Sets.

2.2.1 Adding to Evanston District 65 Data Set. Subject to applicable law, and provided there is mutual agreement of the Parties, content of the Evanston District 65 Data Set may also include other records and data elements mutually agreed upon by the Parties to be necessary and appropriate for the proper execution of this Agreement or relevant Partner Data Sharing Agreements.

2.2.2 Adding to Partner Data Sets. Subject to applicable law, and provided there is mutual agreement by and among the Parties and the relevant Partner Organizations, content of Partner Data Sets may also include other records and data elements mutually agreed upon by and among the Parties and relevant Partner Organizations to be necessary and appropriate for the proper execution of this Agreement or relevant Partner Data Sharing Agreements.

2.3 Timing and Frequency of Updates. Evanston District 65 agrees to provide data to Northwestern as specified in Exhibit B, with specific timing of updates to be mutually determined between designated representatives of Evanston District 65 and Northwestern.

2.4 Data Sharing.

2.4.1 Sharing Evanston District 65 Data Set. Northwestern agrees that Evanston District 65 will release and update the Evanston District 65 Data Set upon the condition that the Evanston District 65 Data Set shall not be disclosed, released, revealed, showed, sold, rented, leased, or loaned to any person or organization except as follows:

2.4.1.1 Where Evanston District 65 registers End-Users in the EL3 Project and End-Users link their accounts to EL3 Project programs offered by one or more of the Partner Organizations that enter into a Partner Data Sharing Agreement, Northwestern may share the data elements specifically identified in Exhibit C with the respective linked Partner Organizations, as well as any badge- related data associated with the linked EL3 Project programs;

2.4.1.2 Northwestern may share the Evanston District 65 Data Set with Northwestern staff;

2.4.1.3 Northwestern may share the Evanston District 65 Data Set as:
(i) authorized in writing by Evanston District 65; and (ii) required by law.

2.4.2 Conditions for Sharing Evanston District 65 Data Set. Northwestern may only reveal or otherwise disclose data as permitted under this Agreement where: (i) role-based access control is assigned by the receiving party; and (ii) if the disclosure is made pursuant to Section 2.4.1.3 (partners and subcontractors), the party or parties receiving the data agree in writing to comply with the data use and confidentiality restrictions within this Agreement.

2.5 Data Use; Access.

2.5.1 Authorized Uses of Data. All data collected and shared under this Agreement and related Partner Data Sharing Agreements shall be used for the following purposes only:

2.5.1.1 Inclusion in the Northwestern EL3 Platform and Project Website to coordinate, manage, track, and report on the services provided by Northwestern and the impact of the EL3 Project

2.5.1.2 Reporting summary data for purpose of evaluating District 65 initiatives and activities for the educational benefit of District 65.

2.5.1.3 Reporting summary data to EvanSTEM partners about participation while protecting individual identities by not reporting data for groups less than 10 individuals.

2.5.1.4 Conducting evaluation and reporting data for internal audiences for District 65.

2.5.1.5 No research may be conducted through this agreement. Any NU research that will be conducted with district data from the EL3 platform will be done under the terms of the NEERA agreement.

2.5.2 Limitations on Access. Access to EL3 Project data, including the Evanston District 65 Data Set and Partner Data Sets shall be limited to the minimum number of individuals necessary to achieve the purposes stated in this Agreement and to those individuals on a need-to-know basis only. Any third parties authorized to receive personally identifiable or individual-level EL3 Project data ("**Data Recipients**") shall agree in writing to comply with the use and confidentiality restrictions within this Agreement (the party initiating and/or requesting that data be shared is responsible for obtaining the required written agreement). Notwithstanding these exceptions, the Parties understand and agree that they will not, under any circumstances, disclose personally identifiable or individual-level EL3 Project data to any other party unless otherwise permitted under this Agreement.

2.5.3 Access to Data Upon Termination; Termination. Northwestern agrees that it will provide Evanston District 65 with access to the Evanston District 65 Data Set upon reasonable request during the term of this Agreement and for a period of thirty (30) days after the termination of this Agreement. Northwestern will transfer or make available the Evanston District 65 Data Set to Evanston District 65 within thirty (30) days after the termination of the Agreement. Northwestern may keep and use a copy of the Evanston District 65 Data Set for any purposes permitted under this Agreement.

2.6 Data Security.

2.6.1 Data Security. The Parties agree to comply with all applicable laws, regulations, and other legal requirements protecting an individual's privacy with respect to the

processing of personal information. The Parties shall implement and maintain reasonable technical, physical, administrative, and organizational safeguards designed to protect the confidentiality, security, and integrity of personal data subject to this Agreement, including measures aimed at protecting said data against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access, and against all other unlawful forms of processing.

2.6.2 Security Incidents. Northwestern shall: (i) notify Evanston District 65 promptly of any material unauthorized possession, use or knowledge, or attempt thereof, of identifiable personal data received from Evanston District 65 that may become known to Northwestern; (ii) promptly furnish to Evanston District 65 details of the unauthorized possession, use or knowledge, or attempt thereof, and use reasonable efforts to assist Evanston District 65 in investigating or preventing the recurrence of any unauthorized possession, use or knowledge, or attempt thereof, of Evanston District 65's data; (iii) use reasonable efforts to cooperate with Evanston District 65 in any litigation and investigation against third parties deemed necessary by Evanston District 65 to protect its proprietary rights; and (iv) promptly use reasonable efforts to prevent a recurrence of any such unauthorized possession, use or knowledge of Evanston District 65's data.

3. Partner Data Sharing Agreements. Northwestern shall enter into Partner Data Sharing Agreements with all relevant Partner Organizations when Partner Organizations register with the EL3 Project. Only Partner Organizations that enter into a Partner Data Sharing Agreement with Northwestern can participate in the EL3 Project.

4. End-User Review; Consent. Evanston District 65 represents and warrants that all data disclosed by Evanston District 65 under this Agreement, including data relating to End-Users, is done so in compliance with all applicable laws, policies and procedures, including but not limited to: (i) laws relating to online privacy; (ii) laws relating to the protection and privacy of individuals' data, student records, medical records, mental health records, and financial records, including but not limited to the Family Educational Rights and Privacy Act ("FERPA"), as applicable; and (ii) the applicable EL3 Project website terms of use and privacy policy. Where the consent of End-Users is necessary to use and share data as described in this Agreement, Evanston District 65 agrees that: (i) it will obtain the appropriate consent from End-Users or their parent(s)/guardian(s) before disclosing End-User data to Northwestern; and (ii) that End-User consent shall in no way restrict Northwestern's ability to use or share data as described in this Agreement. Northwestern agrees to fully cooperate with Evanston District 65 in the event that an adult End-User or the parent/guardian of a child End-User under 18 years old requests the opportunity to review his/her personally identifiable information disclosed to Northwestern by Evanston District 65 or wishes to revoke his/her consent to data sharing with Northwestern. Northwestern also agrees to notify Evanston District 65 in the event Northwestern obtains written consent for data sharing with Northwestern, a revocation of consent to share data with Northwestern, or a request to review personally identifiable information stored by Northwestern from an adult End-User or parent/guardian of a child End-User under 18 years old.

5. Terms of Use and Privacy Policy. Evanston District 65 shall incorporate the terms of use and privacy policy contained in Exhibit D into the Project Website without modification.

6. Term; Termination.

6.1 **Initial Term; Renewals.** The initial term of this Agreement shall commence on the Effective Date and continue to June 30, 2019 (the "Term"), at which point the Agreement shall expire unless: (i) Evanston District 65 provides Northwestern with thirty (30) days prior written notice of its intent to renew the Agreement for a new, one-year period (July 1, 2019 to June 30, 2020) (the "Renewal Term"); or (ii) it is sooner terminated as provided herein. After the Renewal Term (if exercised), the Parties may mutually agree in writing to extend the Agreement for additional one-year terms.

6.2 the Agreement is: (i) mutually extended by written agreement of the Parties; or (ii) sooner terminated as provided herein (the initial term and all renewal terms are collectively referred to hereinafter as the "**Term**").

6.3 **Termination.** The Parties may terminate this Agreement for convenience by giving the other thirty (30) days' written notice of termination. If either Party breaches a material obligation under this Agreement, and such breach is not cured within thirty (30) days after such Party's receipt of written notice of the breach, the Party not in breach may immediately terminate the Agreement.

7. **Funding.** Evanston District 65 shall pay Northwestern a flat fee amount of \$1 for Services provided during the Term as services. Payments shall be made based on the following schedule:

Unless the Parties agree otherwise, payment shall be made by check payable to Northwestern University and directed as follows:

Northwestern University
Attn: Peg Morrisroe, ASRSP
633 Clark Street
Evanston, IL 60208-1112
Phone: (847) 491-7776

8. **Independent Contractor.** The relationship between Northwestern and Evanston District 65 shall, at all times, be that of an independent contractor. It is further understood that neither Party is, nor shall be considered to be, an agent, partner, joint-venturer, or employee of the other.

9. **Intellectual Property Rights; Ownership.**

9.1 **Intellectual Property Rights.** Each Party agrees that, except as expressly agreed among the Parties in writing or pursuant to the licenses provided under this Agreement it receives no right, title, or interest in, or any license or right to use, the other Party's confidential information, copyright, trade secret, trademark, patent or other intellectual property rights by implication or otherwise.

9.2 **Data Ownership; Licensing.** As between the Parties: (i) Evanston District 65 shall own the Evanston District 65 Data Set, the Partner Data Set and the End-User-Provided Data; and (ii) Northwestern shall own the Platform Functionality Data. Evanston District 65 hereby grants to Northwestern a perpetual, royalty-free, world-wide, irrevocable, transferrable, sub-licensable license to use and share the Evanston District 65 Data Set, the Partner Data Sets and the End-User-Provided Data for the purposes identified in this Agreement.

9.3 Ownership of Work Product. As between the Parties, Northwestern and/or its faculty shall own all right, title and interest in and to any Work Product produced by it under this Agreement or used by it to provide Services under this Agreement. "Work Product" means all deliverables, including all training materials, documentation, reports, recordings, pictorial reproductions, drawings, film, video recordings, curricula and rubrics. Northwestern grants Evanston District 65 a non-exclusive, non-transferable, perpetual, irrevocable, royalty-free, paid-up license to use the Work Product. Any such use of the licensed Work Product shall include appropriate acknowledgement of Northwestern as determined by mutual agreement by the Parties. Evanston District 65 shall own all right, title and interest in and to any Work Product produced by it under this Agreement.

10. Confidential Information. Confidential Information refers to any confidential or proprietary information which is transferred from one party to the other under this Agreement, providing the information is transferred in writing and marked as Confidential, or to information which is initially disclosed orally, or in any other non-written form, is identified as confidential at time of disclosure and then summarized in writing and confirmed by the disclosing party as Confidential within thirty (30) days of the initial disclosure. Confidential Information shall not include information which (a) is known or open to the public or otherwise in the public domain at the time of disclosure; (b) becomes part of the public domain after disclosure by any means except through breach of this Agreement by the recipient; (c) is already known to the recipient at the time of disclosure; (d) is obtained by the recipient from a third party who has a lawful right to disclose it; (e) is independently developed by recipient without use of disclosing party's Confidential Information as evidenced by recipient's written records; (f) is disclosed by a third party not under any known obligation of confidentiality; or (g) is required to be disclosed by law or statutory regulation or pursuant to a court order. For the avoidance of doubt any Data Set shared under this Agreement shall be considered Confidential, except for sharing as provided herein.

11. Limitation of Liability. EXCEPT AS SPECIFICALLY SET FORTH HEREIN, NO PARTY MAKES ANY WARRANTIES TO THE OTHER REGARDING ITS PERFORMANCE OR ANY SERVICES, DATA, OR PRODUCTS PROVIDED HEREUNDER, WHETHER EXPRESS, IMPLIED OR OTHERWISE, AND THE PARTIES EXPRESSLY DISCLAIM ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT AND MERCHANTABILITY. IN NO EVENT SHALL A PARTY BE LIABLE TO THE OTHER FOR LOST PROFITS, FAILURE TO REALIZE EXPECTED SAVINGS OR FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY THEREOF. IN NO EVENT SHALL THE AGGREGATE LIABILITY UNDER THIS AGREEMENT OF ANY PARTY TO THE OTHER EXCEED ONE HUNDRED UNITED STATES DOLLARS (\$100.00).

12. Liability. Each Party shall be responsible for its own acts or omissions and the acts or omissions of its personnel, employees or affiliates.

13. Compliance with Policies, Procedures and Laws. Each Party will comply with all applicable laws, policies and procedures regarding its obligations hereunder, including but not limited to: (i) laws relating to online privacy; (ii) laws relating to the protection and privacy of individuals' data, student records, medical records, mental health records, and financial records, including but not limited to FERPA, as applicable; and (iii) the Project Website terms of use and privacy policy. In addition, both Parties acknowledge that no export controlled or otherwise sensitive information will be shared in the course of this Agreement. In the event that export

controlled information is required the providing party will so inform the receiving party in writing, prior to any such disclosure, and shall not forward or provide any export controlled information without the express written permission of the receiving party.

14. Assignment. Neither Party may assign any right or obligation in this Agreement without the written consent of the other Party.

15. No Waiver. No failure or delay by either Party in exercising any right, power or remedy will operate as a waiver of such right, power or remedy, and no waiver will be effective unless it is in writing and signed by the Party to be charged thereby.

16. Severability. If a court of competent jurisdiction holds any part, term or provision of this Agreement to be illegal or invalid (in whole or in part), the validity of the remaining Agreement provisions shall not be affected, and the Parties' rights and obligations shall be construed and enforced as if the Agreement did not have the particular provision held to be illegal or invalid.

17. Notice. Unless otherwise expressly provided herein, any notice or other communication required or given shall be in writing and shall be effective for any purpose if served, with delivery or postage costs prepaid, by nationally recognized commercial overnight delivery service or by registered or certified mail, return receipt requested, to the following addresses:

To Northwestern:

Office for Sponsored
Research
750 N. Lake Shore Dr., 7th
Floor
Chicago, IL 60611
Attn: Sr. Contract and Grant
Officer

To Evanston

District 65:
Evanston District
65

Attn: Chief Operating Office

18. Legal Authority. The Parties represent and warrant that they have the legal authority to enter into this Agreement and that they have taken all actions required by their procedures, bylaws, and/or applicable law to exercise authority, and to lawfully authorize their undersigned signatories to execute this Agreement and to bind the Parties to its terms.

19. Governing Law. This Agreement is governed by and shall be construed in accordance with the laws of the State of Illinois. Both Parties agree that any state or federal court within Cook County, Illinois shall have exclusive jurisdiction over any action or proceeding relating to or arising under this Agreement.

20. Modification; Final Agreement. No revision or modification hereof shall be effective unless it is in writing and signed by both Parties. This Agreement, as well as the attached Exhibits, constitute the entire and complete agreement between Northwestern and Evanston District 65 with respect to the subject engagement and supersede all other oral and written representation, understanding or agreements relating to the subject engagement. In the event of any conflict between the terms of this Agreement and the Exhibits, the terms of the Agreement shall control.

21. Recognition on Project Website. Evanston District 65 shall list "Northwestern University" along with other partners and sponsors on its Project Website.

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For Northwestern University:



Signature

Name: Emmanuel S. Robert

**Title: Sr. Contract and Grant Officer, Office
for Sponsored Research**

Date of Signature: 9/28/2018

For Evanston District 65:


Signature:

Name: Stacy Beardley

Title: Asst - Superintendent of C+D

Date of Signature:

10/22/18

EXHIBIT A

SERVICES PROVIDED BY NORTHWESTERN

Northwestern and/or its Partners will provide the following deliverables as they relate to the technical platform, Tableau, online learning opportunities and implementation support ("Services"):

Platform Agreements

- *Features*
 - EL3 Platform will be delivered with all live features and updates current as of February 1, 2017.
 - Click [here] to view alignment of key feature requests by Evanston with existing features of the EL3 Platform.
 - New features to be added will be scheduled to proceed proposed April full public rollout in Evanston:
 - Bulk rostering of students
 - Bulk program creation
 - Integration of School District directory data into DCOL
 - Matching logic will be updated to support Evanston District 65 needs
 - Evanston District 65 provides district data in a compatible format
 - The system will support multiple districts
- *Hosting*
 - This proposal requires use of the EL3 Platform as a SaaS solution with the Evanston instance being hosted by DYN. We do not envision providing access for cities to host their own instance of the application.
 - Website assets
 - User artifacts
 - SSL
 - Email
 - SMS
- *Engine Fixes*
 - Critical engine bug fixes will be pushed to local staging environment automatically, along with appropriate documentation.
 - After 3 days, or sooner by request, critical engine bug fixes will be pushed to the local production environment.
 - Evanston will be responsible for evaluating and resolving any differential impact of bug fixes on their local staging environment due to customizations or extensions.
- *New Features, Updates, Front End Bug Fixes*
 - DYN will make new EL3 Platform features, updates and hotfixes and appropriate documentation available to pull in locally by Evanston after they have passed regression testing.
- *Customization*
 - DYN will provide access to ModX and separate code repository to facilitate front-end customization.
 - DYN will make available Documented APIs to all core functionality to facilitate the creation of custom integrated microservices integrated microservices to extend

functionality and/or data model

- DYN will not implement requests for custom functionality to the platform or integrated microservices.
- Any plans to extend the platform must leverage outside resources.

Data Access Agreements

- **Anchor Org Access**
 - Operational Redshift data tables will be accessible at any time through Tableau Server
 - Maximum 30 minute sync delay between production database and Redshift database
 - DYN will provide dedicated Evanston site within tableau.cityoflearning.org to house all Evanston data and visualizations
 - DYN will create 1 Site Admin account for Evanston and initial setup of 1 base project
 - DYN will provide a full data export of the production database upon request. Frequency of the requests can be at a maximum of 1-month intervals as each request can take up to 2-weeks to fulfill.
 - CEL3 data model wiki will be made accessible
 - No direct access to production database data provided except through API
 - Data will be served from a shared database. There are no current plans to create separate databases for each instance of the EL3 platform.
- **Partner Org Access**
 - Partners will be able to view all data that they have entered into the system through the Org Dashboard
 - Partners will be able to view aggregate demographic and interest data about participants in their programs and badge earners through the Org Dashboard.
 - As Evanston District 65 will be the full administrator of the DEL3 site on Tableau Server, they can grant direct access to additional visualizations to all or a subset of partners.
- **Visualizations**
 - DYN will provide a base set of 3 operational snapshot visualizations to track account creation, content creation and content engagement
 - Evanston District 65 will have full administrative and publishing rights to DEL3 site on Tableau Server to allow them to edit existing visualizations and publish new ones
 - DYN will make time available for consultation around understanding the data model.
 - Evanston will need to employ an outside consultant for the actual building of new visualizations or leverage internal expertise.
 - Evanston is responsible for purchasing any Tableau Desktop licenses required to create visualizations or manipulate the redshift data tables
- **Support**
 - Although DYN is the administrator for tableau.cityoflearning.org, questions regarding the use of Tableau Server and Tableau Desktop

should go through Tableau's help resources.

- Any question specific to the DEL3 data should be directed through Zendesk

Technical Support Agreements

- Anchor Org Support

- DYN will provide Evanston-branded Zendesk Help Center with a dedicated domain xxxxxx.zendesk.com to be chosen by Evanston District 65. Help Center will be base Zendesk template customized with DEL3 logos and website links.
- DYN will provide base set of Help Desk articles reflecting all current features edited to make reference to Evanston where necessary. Articles will be editable by Evanston support agent
- DYN will provide a dedicated DEL3 Zendesk support agent that will be housed at DYN and responsible for responding to and appropriately routing all issues and information request
- Evanston District 65 will have "Light Agent" access to Zendesk to allow further customization and creation of help desk articles and supervision of the tickets that are submitted to the help desk.
- All technical issues or questions encountered by Evanston District 65 staff should be submitted as a Zendesk ticket so that requests can be easily tracked and scheduled.
- Maximum initial response time to anchor org requests will be 1 hour during business hours and 18 hours outside of business hours. Metrics will be available for viewing in Zendesk.
- Business hours: 10am to 5pm ET (9am to 4pm CT)

- Stakeholder Support

- Local stakeholders will be able to access support through multiple Evanston-branded support channels:
 - Evanston-branded Zendesk Help Center with support articles and resources
 - Dedicated Zendesk support email address
 - Dedicated support forms that differentiate stakeholder types
- There will be no live chat or phone support provided by DYN directly to stakeholders. All issues and information requests from stakeholders must be routed through one of the dedicated support channels.

- Maximum initial response time to stakeholder requests will be 8 hours during business hours and 18 hours outside of business hours

Implementation Support Agreements

- DYN will provide modifiable digital files for basic collateral that can be distributed to Partners and Stakeholders to assist in community and partner engagement
- DYN will provide 1 day of in-person training for Evanston District 65 staff. 1 day training will cover:
 - Platform functionality walkthrough
 - Help desk walkthrough
 - Introduction to data access
 - Partner training best practices
 - Community and partner engagement
 - Basic collateral walkthrough
 - Strategic development
- DYN will facilitate a 2 hour Strategy Consultation meeting every two months from the Partner Launch Date set by Evanston District 65. The purpose of this meeting is to check in on implementation plans and progress, discuss implementation and community engagement strategy, troubleshoot social practices related to the initiative, and share emerging best practices across cities.
- DYN will facilitate monthly tech office hours to discuss local customization efforts and any limitations encounter in using the APIs
- Implementation questions from local partners should be directed to a specified Evanston POC. These requests should not go through Zendesk unless they are related to the technical platform.

EXHIBIT B

EL3 PROJECT DATA SPECIFICATIONS

Evanston District 65 Data Set

The following matrix identifies the Evanston District 65 Data Set data elements that can be shared by Evanston District 65:

Data Element	Description	Required
Last Name	End-User's last name.	x
First Name	End-User's first name.	x
Date of Birth	End-User's date of birth.	x
Zipcode	End -User's zipcode.	
E-mail	End-User's e-mail address.	If over 13
Grade	End-User's grade	
Gender*	End-User's gender.	
Ethnicity*	End-User's ethnicity.	
SES*	End-User's SES.	
Phone	End-User's phone.	
Parent/Guardian name	End-User's parent/guardian's name.	
Parent/Guardian email	End-User's parent/guardian's email.	
Parent/Guardian phone	End-User's parent/guardian's phone.	
Student ID*	End-User's external identification number.	
School Name*	Name of End-User's current school.	
School ID*	ID of End-User's current school.	

*Some information listed is only collected when Evanston District 65 batch-creates accounts directly through Northwestern.

Partner Data Sets

The following matrices identifies the Partner Data Set data elements that can be shared by Partner Organizations:

End-User Data

Data Element	Description	Required
Last Name	End-User's last name.	x
First Name	End-User's first name.	x
Date of Birth	End-User's date of birth.	x
Email	End-User's email.	If over 13
Phone	End-User's phone.	
Parent/Guardian name	End-User's parent/guardian's name.	
Parent/Guardian email	End-User's parent /guardian's email.	
Parent/Guardian phone	End-User's parent/guardian's phone.	
Program Name	Partner Program Name End-User Registered in	x
Program Roster Date	Date End-User Was Rostered for Program (in system date)	x
Badge Award	Badge Name End-User awarded by Partner	x
Badge Award Date	Date End-User Was Awarded Badge (in system date)	x
Badge Evidence	Artifact or text uploaded by Partner or End-User to serve as evidence for badge End-User was awarded	

Program Data

Data Element	Description	Required
Address	Address of Scheduled Program	For In-person Programs
City	City of Scheduled Program	For In-person Programs
End Date	The date the scheduled programs ends	x
End Time	The time the scheduled programs end	x
Location _Name	The site name of a location (i.e. Garfield Conservatory)	For In-person Programs
Logo_Url	the url of the logo for the Schedule Program	

Meeting_Type	Indicates whether it is a face to face program or an online program	x
Name	The title of the Schedule Program	x
Online_Address	Web address of the online program	For Online Programs
Program_Type	Either workshop or an event. An event is like a one time contest, whereas a workshop is more of a youth program	x
Registration_Deadline	The optional date for the end of registration	
Registration_Url	Web address to register for the Schedule Program	
Start_Date	Start date of the Schedule Program	x
Start Time	The time of the Program	x
State	Indicates the U.S. state in which the program resides	For In-person Programs
Zipcode	Zipcode of the program	For In-person Programs
Contact Name		
Contact Email		
Contact Phone		
Program Uri		
Price	Cost of the program	
Min_Age	Minimum age of student who can participate in the program	x
Max_Age	Maximum age of student who can participate in the program	x

EXHIBIT C

EL3 PROJECT DATA SHARING SPECIFICATIONS

Evanston District 65 Data Set

Where Evanston District 65 registers End-Users in the EL3 Project and End-Users link their accounts to EL3 Project programs offered by Partner Organizations, Northwestern may share the following data elements with respective linked Partner Organizations, as well as any badge-related data associated with the linked EL3 Project programs:

Data Element	Description	Required
Student EL3 ID	End-User's student identification number.	X
Last Name	End-User's last name.	X
First Name	End-User's first name.	X
Date of Birth	End-User's date of birth.	X
Phone	End-User's phone.	
E-mail	End-User's e-mail address.	X
School Attending	Name of End-User's current school.	
Parent/Guardian name	End-User's parent/guardian's name.	
Parent/Guardian email	End-User's parent/guardian's email.	
Parent/Guardian phone	End-User's parent/guardian's phone.	
Grade	End-User's grade	
Gender	End-User's gender.	
Ethnicity	End-User's ethnicity.	
SES	End-User's SES.	
Phone	End-User's phone.	

EXHIBIT D

TERMS OF USE AND PRIVACY POLICY- REQUIRED TERMS AND POLICIES

**EVANSTON EL3 INITIATIVE ONLINE TERMS
OF USE AND LICENSE GRANTS**

Last Updated: May 11, 2015 | Download printable format (PDF)

Northwestern University ("Northwestern," "we," "us," or "our"), in collaboration with Evanston District 65 ("Evanston District 65"), provides this EL3 initiative website ("Website") to you subject to the terms and conditions of use ("Terms") contained herein.

By visiting the Website, and in consideration for providing the Website and related services to you, you agree to abide by these Terms and our Privacy Statement, found at www.Code65.org and incorporated herein by reference. Please read the Terms and Privacy Statement carefully before using the Website. **If you do not agree to be bound by these Terms, please promptly cease your use of the Website.**

Northwestern reserves the right to change these Terms at any time and will make the most recent version available on the Website. By using this Website and continuing to use the Website after any modifications, you agree to the Terms and to be bound by any such changes.

Accessing the Website and Account Security

Northwestern reserves the right to withdraw or amend this Website, and any service or material we provide on the Website, in our sole discretion without notice. We will not be liable if for any reason all or any part of the Website is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Website, or the entire Website, to users, including registered users.

To access the Website or some of the resources it offers, you may be asked to provide certain registration details or other information. It is a condition of your use of the Website that all the information you provide on the Website is correct, current and complete. You agree that all information you provide to register with this Website or otherwise, including but not limited to through the use of any interactive features on the Website, is governed by our Privacy Statement at www.EvanstonCityofLearning.org, and you consent to all actions we take with respect to your information consistent with our Privacy Statement.

If you choose, or are provided with, a user name, password or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to this Website or portions of it using your user name, password or other security information. You agree to notify us immediately of any unauthorized access to or use of your user name or password or any other breach of security. You also agree to ensure that you exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information.

We have the right to disable any user name, password or other identifier, whether chosen by you or

provided by us, at any time if, in our opinion, you have violated any provision of these Terms.

Rules for Online Conduct

You may use the Website only for lawful purposes and in accordance with these Terms.

You agree **not** to use the Website:

- In any way that violates any applicable federal, state, local or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries).
- For the purpose of exploiting, harming or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information or otherwise.
- To transmit, or procure the sending of, any advertising or promotional material, including any "junk mail", "chain letter" or "spam" or any other similar solicitation.
- To impersonate or attempt to impersonate Northwestern and/or Evanston District 65, our employees, another user or any other person or entity (including, without limitation, by using e-mail addresses associated with any of the foregoing).
- To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Website, or which, as determined by us, may harm Northwestern, Evanston District 65 or users of the Website or expose them to liability.

Additionally, you agree **not** to:

- Use the Website in any manner that could disable, overburden, damage, or impair the site or interfere with any other party's use of the Website, including their ability to engage in real time activities through the Website.
- Use any robot, spider or other automatic device, process or means to access the Website for any purpose, including monitoring or copying any of the material on the Website.
- Use any manual process to monitor or copy any of the material on the Website or for any other unauthorized purpose without our prior written consent.
- Use any device, software or routine that interferes with the proper working of the Website.
- Introduce any viruses, trojan horses, worms, logic bombs or other material which is malicious or technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage or disrupt any parts of the Website, the server on which the Website is stored, or any server, computer or database connected to the Website.
- Attack the Website via a denial-of-service attack or a distributed denial-of-service attack.
- Otherwise attempt to interfere with the proper working of the Website.

Intellectual Property Rights and License Grants

Permission to Use the Website and Materials

Except for work product and materials you create through your use of the Website in connection with

The City of Learning initiative ("**Your Projects**"), the Website and its entire contents, features and functionality are owned by Northwestern, its licensors or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws.

Northwestern grants you a personal, non-exclusive, non-transferable license to access and use the Website for your personal, non-commercial use only. You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store or transmit any of the material on our Website, except as follows:

- You may reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store or transmit Your Projects without restriction.
- You may store files that are automatically cached by your Web browser for display enhancement purposes.
- You may print or download one copy of a reasonable number of pages of the Website for your own personal, non-commercial use and not for further reproduction, publication or distribution.

Rights in Your Projects

By creating Your Projects in connection with the City of Learning initiative on the Website, you grant to Northwestern and Evanston District 65 a non-exclusive, perpetual, irrevocable, sub-licensable, worldwide, transferable, fully-paid-up, royalty-free license to use, reproduce, perform, display, transmit and distribute Your Projects on the Website or in connection with the City of Learning initiative.

Links to Other Sites

The Website may include hyperlinks to websites maintained or controlled by others. Northwestern is not responsible for and does not routinely screen, approve, review or endorse the contents of or use of any of the products or services that may be offered at these websites.

Choice of Law/ Forum Selection

Northwestern University is headquartered in Chicago, Illinois. You agree that any dispute arising out of or relating to these Terms or any content posted to the Website, including copies and republication thereof, whether based in contract, tort, statutory or other law, will be governed by the laws of the State of Illinois, excluding its conflicts of law provisions. You further consent to the personal jurisdiction of and exclusive venue in the federal and state courts located in and serving Chicago, Illinois as the legal forum for any such dispute.

Disclaimer of Warranty/ Limitation of Liability

THE WEBSITE AND ANY INFORMATION, PRODUCTS OR SERVICES THEREIN ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR USE OF A PARTICULAR PURPOSE, OR NONINFRINGEMENT ENT.

Northwestern does not warrant, and hereby disclaims any warranties, either express or implied, with respect to the accuracy, adequacy or completeness of the Website, information obtained from the Website, or

link to the Website. Northwestern does not warrant that the Website will operate in an uninterrupted or error-free manner or that Sites are free of viruses or other harmful components. Use of information obtained from or through these Sites is at your own risk.

YOU AGREE THAT NORTHWESTERN AND EVANSTON DISTRICT 65 WILL NOT BE LIABLE TO YOU FOR ANY LOSS OR DAMAGES, EITHER ACTUAL OR CONSEQUENTIAL, ARISING OUT OF OR RELATING TO THESE TERMS, OR TO YOUR (OR ANY THIRD PARTY'S) USE OR INABILITY TO USE THE WEBSITE, OR TO YOUR PLACEMENT OF CONTENT ON THE WEBSITE, OR TO YOUR RELIANCE UPON INFORMATION OBTAINED FROM OR THROUGH THE WEBSITE. IN PARTICULAR, NORTHWESTERN AND EVANSTON DISTRICT 65 WILL HAVE NO LIABILITY FOR ANY CONSEQUENTIAL, INDIRECT, PUNITIVE, SPECIAL OR INCIDENTAL DAMAGES, WHETHER FORESEEABLE OR UNFORESEEABLE, (INCLUDING, BUT NOT LIMITED TO, CLAIMS FOR DEFAMATION, ERRORS, LOSS OF DATA, OR INTERRUPTION IN AVAILABILITY OF DATA), ARISING OUT OF OR RELATING TO THESE TERMS, YOUR USE OR INABILITY TO USE THE WEBSITE, OR YOUR PLACEMENT OF CONTENT ON THE WEBSITE, OR TO YOUR RELIANCE UPON INFORMATION OBTAINED FROM OR THROUGH THE WEBSITE, WHETHER BASED IN CONTRACT, TORT, STATUTORY OR OTHER LAW, EXCEPT ONLY IN THE CASE OF DEATH OR PERSONAL INJURY WHERE AND ONLY TO THE EXTENT THAT APPLICABLE LAW REQUIRES SUCH LIABILITY.

Northwestern makes no representation regarding your ability to transmit and receive information from or through the Website and you agree and acknowledge that your ability to access the Website may be

Indemnification

You agree to indemnify and hold Northwestern and Evanston District 65 harmless from any claims, losses or damages, including legal fees, resulting from your violation of these Terms, your use of the Website or your placement of any content onto the Website, and to fully cooperate in Northwestern's and Evanston District 65's defense against any such claims.

Copyright Complaints

Northwestern respects the intellectual property rights of others. If you believe your copyright has been violated on the Website, please give notice to: abuse@Northwestern.edu.

EVANSTON EL3 INITIATIVE PRIVACY STATEMENT

Last Updated: May 11, 2015 | Download printable format (PDF)

This privacy statement applies to information collected, submitted or accessible through the EL3 initiative website (the "**Website**") operated and maintained by Northwestern University through its Digital Youth Network ("**Northwestern**") and Evanston District 65 ("**Evanston District 65**").

The EL3 initiative and the Website are part of a collaborative learning program offered by Northwestern and Evanston District 65, with the support and participation of numerous other organizations that offer learning opportunities and issue associated badges ("**Partner Organizations**") (Northwestern, Evanston District 65 and the Partner Organizations are collectively referred to as "**we**" or "**us**").

We respect your privacy and are committed to adhering to all applicable privacy laws. This privacy statement describes: (•) the categories of information collected, submitted or accessible through the Website; (•) how this information is used, shared, retained and protected; (•) the choices you have about how this information is used and shared; and (•) how you can correct or update your information.

By using the Website or otherwise providing your personal information in connection with the EL3 initiative, you accept and agree to the privacy practices described in this statement. Please read this privacy statement carefully and contact Northwestern if you have any questions.

Categories of Information Collected, Submitted or Accessible Through the Website

Information You Provide Through the Website

This information may include, but not be limited to: (•) individual student data, including your name, student ID number, and/or certain unique identifying information including your zip code, gender, age, grade, race/ethnicity, school, badges earned, badges claimed, and badges pledged; (•) the number and type of badges issued and claimed overall by you; (•) the number and type of badges issued and claimed in each subject matter category; and (•) a breakdown of badges by Evanston District 65 and/or Partner Organizations issuing the badges.

Information Provided by Evanston District 65

This information may include, but not be limited to: (•) individual student data, including your name, student ID number, and/or certain unique identifying information including your zip code, gender, age, grade, race/ethnicity, school, badges earned, badges claimed, and badges pledged; (•) the Partner Organizations that you choose to link your account to; and (•) the badge-issuing programs offered by Partner Organizations that you choose to participate in.

Information Provided by Partner Organizations

This information may include, but not be limited to: (•) individual student data, including your name, student ID number, and/or certain unique identifying information including your zip code, gender, age, grade, school, badges earned, badges claimed, and badges pledged.

Information Collected Automatically by Visiting the Website

The Website may use cookies, web beacons, pixel tags, log files, or other technologies to collect certain non-personal information relating to your use of the Website, including, but not limited to, your IP address, browser type, operating system, language preferences, referring site and date and

time of each visitor request. Although this information may not be identifiable in and of itself, Northwestern may link this information to other identifiable information to help Northwestern best tailor the Website and enhance your online experience.

A cookie is a string of information that a website stores on a visitor's computer, and that the visitor's browser provides to the website each time the visitor returns. Most major websites use cookies. Because the browser provides this cookie information to a website at each visit, cookies serve as a sort of label that allows a website to "recognize" a browser when it returns to the site. The domain name in our cookies will clearly identify their affiliation with us and, where applicable, our third-party service provider. Clear gifs (also known as web beacons) are used in combination with cookies to help website operators understand how visitors interact with their websites. A clear gif is typically a transparent graphic image (usually 1 pixel x 1 pixel) that is placed on a site. The use of a clear gif allows the site to measure the actions of the visitor opening the page that contains the clear gif. It makes it easier to follow and record the activities of a recognized browser, such as the path of pages visited at a website.

Information Collected by Third Parties through Content Hosted on the Website

Content from other sources that is hosted on the Website may sometimes contain cookies that send information to those third parties. Third party cookies are often associated with embedded content such as YouTube videos and other site linking buttons. In certain cases, a third party cookie may be set by the third party content or provider. In these cases, the privacy statement of the third party governs with respect to information that may be collected by and sent to the respective third party. If you are concerned about these third party cookies, please see the information below on how to decline cookies.

Use of Your Information

We use your **personal information** collected, submitted or accessible through the Website for the following purposes:

- Register you in, and manage your participation in, the City of Learning initiative.
- Coordinate, manage, track and report on the services provided by Northwestern and Evanston District 65 in connection with the City of Learning initiative and the impact of the City of Learning initiative.
- Improve and develop the Website and the City of Learning initiative.
- Showcase your projects on the Website (with your consent).
- Research, evaluation and reporting relating to the impact of the City of Learning initiative on individuals, families, the community and society.
- Research, evaluation and reporting relating to education and youth/child development.
- Respond to your inquiries and provide you with information regarding the City of Learning initiative and Website.
- Send you electronic marketing communications with information about the City of Learning initiative.

Northwestern and Evanston District 65 use your **non-personal information** collected through cookies and similar technologies for the following purposes:

- Help Northwestern and Evanston District 65 identify and track visitors, their usage of the Website, and their Website access preferences across multiple requests and visits to the Website. The Website
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may use clear gifs for these purposes. The basic idea is to gather aggregate data about how people use the Website. The term usually used to describe this is "web analytics" and the cookies and clear gifs are the tools by which a website owner collects this web analytics data.

- Northwestern and Evanston District 65 use the web analytics data only to determine aggregate usage patterns for the Website as described above. Northwestern and Evanston District 65 do this by using either Northwestern's own internal analytics software or by sending this information to a third-party service provider to help us analyze this data. Northwestern has agreements with its third-party service providers that they will not share this information with others or use the information for purposes other than to maintain the services they provide to Northwestern. It is possible to link cookies and clear gifs to personally identifying information, thereby permitting website operators, including our third-party analytics providers, to track the online movements of particular individuals. Northwestern does not do so and Northwestern's third-party service providers are not allowed to correlate this data with any other data.
- Northwestern and Evanston District 65 use the information provided by cookies and clear gifs to develop a better understanding of how Northwestern's and Evanston District 65's visitors use the Website and to facilitate those visitors' interactions with the Website. Northwestern may make the aggregate data obtained from web analytics (including from our third-party analytics providers, if applicable) publicly available. If this data is made available, none of the information will be personally identifying information or potentially-personally identifying information.

Sharing of Your Information

Information collected, submitted or accessible through the Website may be **shared** with the following parties and for the following purposes:

- All information collected, submitted or accessible through the Website is provided to and accessible to Northwestern for the purposes identified in the "Use of Your Information" section above.
 - When Evanston District 65 or a Partner Organization registers you in the EL3 initiative, or you register in the EL3 initiative directly through the Website, all information provided by Evanston District 65 or Partner Organization, and all badge data acquired by you through your participation in the EL3 initiative, is collected by and/or shared with Northwestern for the purposes identified in the "Use of Your Information" section above.
 - When Evanston District 65 registers you in the EL3 initiative and **you choose** to link your account to badge-issuing programs offered by Partner Organizations, those Partner Organizations may obtain your basic registration information (for example, your name, age and school) and badge data associated with those Partner Organizations' badge-issuing programs for the purposes identified in the "Use of Your Information" section above. If you choose not to link your account to badge-issuing programs offered by Partner Organizations, only Northwestern and Evanston District 65 will have access to your information (*subject to the other sharing provisions contained in this section*).
 - When a Partner Organization registers you in the EL3 initiative, or when you register in the EL3 initiative directly through the Website, Evanston District 65 may obtain basic registration information (for example, your name and age) and badge data associated with Partner Organizations or other badge-issuing programs for the purposes identified in the "Use of Your Information" section above (*subject to the other sharing provisions contained in this section*).
 - When you register in the EL3 initiative directly through the Website, and **you choose** to link your account to badge-issuing programs offered by Partner Organizations, those organizations may obtain basic registration information (for example, your name and age) and badge data
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associated with their badge-issuing programs for the purposes identified in the "Use of Your Information" section above (*subject to the other sharing provisions contained in this section*).

- Evanston District 65 and Partner Organizations are not allowed to otherwise share your information, except as described below.
- Northwestern and Evanston District 65 may share your information with Northwestern staff, Evanston District 65 staff, and approved research partners for the purposes identified in the "Use of Your Information" section above.
- When we engage third-party service providers to assist us with the activities identified in this privacy statement, we may allow these providers to use or access your personal information if it is necessary to perform activities on our behalf or to comply with a legal requirement. These service providers are required to maintain the information in confidence and they can only use the information to perform the relevant services.
- We may disclose information where we think it's necessary to investigate or prevent an actual or suspected crime or injury to ourselves or others, if required by law, or in response to a request from law enforcement authorities or other government officials.
- During the normal course of our business, we may sell or purchase assets or equity. If another entity acquires us or any of our assets, information we have collected about you may be transferred to such entity. In addition, if any bankruptcy or reorganization proceeding is brought by or against us, such information may be considered an asset of ours and may be sold or transferred to third parties. Should a sale or transfer occur, we will use reasonable efforts to try to require that the transferee use personally identifiable information provided through the website in a manner that is consistent with this privacy statement.
- Northwestern and Evanston District 65 share the information collected automatically through cookies and similar technologies with the parties and for the purposes identified in the "Use of Your Information" section above.

Choice and Control Over Your Information

Information Necessary to Participate In the City of Learning Initiative

If you do not want to submit personal information that is necessary to participate in the City of Learning initiative or to fulfill your request, you will not be able to access and/or participate in the City of Learning Initiative. For example, you will not be able to register on the Website or earn badges. In addition, your refusal to submit personal information may limit Northwestern's and Evanston District 65's ability to respond to your support inquiries in a timely fashion.

Cookies and Similar Technologies

You have the ability to accept or decline cookies. Website visitors who do not wish to have cookies placed on their computers by Northwestern, Northwestern's contractors, or Northwestern's third-party service providers should set their browsers to refuse cookies before linking to the Website. See <http://www.aboutcookies.org/manage-cookies/> for more information. Certain features of the Website may not function properly without the use of cookies.

Opt-Out Procedures and Do Not Track Signals

If you signed up to receive but no longer wish to receive electronic marketing communications from us, you can opt-out from receiving these communications by following the "unsubscribe"

instructions in any such communication you receive. *Northwestern may not be able to honor "do not track signals" and other similar mechanisms.*

Access to Your Information

You may request access, correction, or deletion of your personally identifiable information or potentially personally identifiable information, as permitted by law. Northwestern will seek to comply with such requests, provided that Northwestern has sufficient information to identify the personally identifiable information or potentially personally identifiable information related to you. To do so, you should contact Northwestern by using the email address listed below in this privacy statement.

Securing Your Information

Protecting your information is important to us. We maintain administrative, technical, and physical safeguards to help protect against unauthorized use, disclosure, alteration, or destruction of the personally identifiable information collected on the Website.

We undertake a range of security measures including physical access restraints, technical security monitoring, and internal security reviews of the environment to help to protect your personal information from unauthorized access, alteration, disclosure, or destruction.

The safety and security of your information also depend on you. Never share your password with anyone else, notify Northwestern promptly if you believe your password security has been breached, and remember to log off of the Website before you leave your computer.

Other Information

Use of the Website by Children

Children under the age of 13 are strongly encouraged to obtain their parent's or guardian's verifiable consent before using the Website.

Links to Other Sites

Northwestern may include links on the Website for your use and reference, including to badge issuers' websites. We are not responsible for the privacy statements on these websites. Your access and use of such other web sites, including the content, items or services on those web sites, are solely at your own risk.

You should be aware that the privacy statements of these sites may differ from this privacy statement. Northwestern is not responsible for their content or privacy policies. If you would like information on another party's privacy policy, you should contact that party directly, and Northwestern encourages you to do so.

Updates to the Privacy Statement

This privacy statement may change from time to time and your continued use of the Website after the posting of the revised privacy statement means that you accept and agree to the terms of the revised

privacy statement. Please check this area periodically for updates to this privacy statement.

Contacting Northwestern

If you have questions about this privacy statement, please contact us at support@cityoflearning.zendesk.com.
