



Joliet Public Schools District 86

**AGREEMENT OF SUPPLEMENTAL CONDITIONS
TO THE PURCHASE AGREEMENT BETWEEN VENDOR
AND
JOLIET PUBLIC SCHOOLS DISTRICT 86
FOR USE WITH IL-NDPA v1.0a**

VENDOR CORPORATE NAME: The Hanover Research Council

VENDOR AUTHORIZED AGENT NAME: Michael Leshner

AGREEMENT IDENTIFICATION: PRODUCT/SERVICE/SUBSCRIPTION OR EQUIVALENT: Research Services

1. Parties.

This Agreement of Supplemental Conditions (ASC) is made between Vendor and/or its applicable subsidiaries or affiliates, (individually or collectively identified as; "Vendor") and Joliet Public Schools District 86 ("District", "Customer", "Purchaser", or similar identifying term) and relates to the underlying "Agreement" between District and Vendor to purchase from Vendor, without limitation, a product, service, subscription, or equivalent, as identified above.

2. ASC Prevails; No Modification of ASC; Reliance on this Paragraph

This ASC will control, supersede and prevail over any conflicting terms in any of Vendor's Agreement(s) with the District. "Agreement" includes, but is not limited to, Vendor's agreements, proposals, purchase orders, terms of service/use, general conditions, policies, contracts, or other similar documents. Except as otherwise provided by this ASC, the use of Vendor's products, services, subscriptions, or equivalent, shall be governed by Vendor's Agreements.

This ASC may not be deleted or modified without the specific written consent of authorized personnel of the District and the Vendor notwithstanding any modification or superseding provisions purported to be permitted by the Vendor's Agreement.

The District has entered into the purchase agreement with the Vendor in specific reliance on this ASC and would not enter into the Purchase Agreement absent this ASC.

3. Compliance with Illinois Privacy Laws and Standard Student Data Privacy Agreement

a. In performing its obligations under the Agreement, Vendor shall comply with the applicable provisions of Illinois laws and regulations pertaining to student data privacy, confidentiality, maintenance, including but not limited to, the Illinois School Student Records Act ("ISSRA") 105 ILCS 10/, Mental Health and Developmental Disabilities Confidentiality Act (MHDDCA) 740 ILCS 110/, the Illinois Student Online Personal Protection Act ("SOPPA"), 105 ILCS 85/1, Identity Protection Act ("IPA"), 5 ILCS 179/, Personal Information Protection Act ("PIPA") 815 ILCS 530/, and Local Records act ("LRA") 50 ILCS 205/; and,

b. Vendor shall:

1) Agree to, and execute the Illinois version of the Standard Student Data Privacy Agreement, IL-NDPA v1.0a, specifically including, but not limited to, Exhibit “G” (Supplemental SDPC (Student Data Privacy Consortium) State Terms for Illinois) of said Agreement; or

2) Agree to and execute Exhibit “E” (General Offer of Privacy Terms) of the Illinois version of the Standard Student Data Privacy Agreement (IL-NDPA v1.0a) relating to an agreement, acceptable to the District, between the Vendor and an underlying Illinois “Originating LEA”.

4. Billing and Payment.

Payment by the District shall be due in accordance with the Illinois Local Government Prompt Payment Act, 50 ILCS 505/1 et seq.

5. Taxes.

Materials and services purchased by the District are exempt from Federal and Illinois State taxes.

6. Indemnification, Hold Harmless and Insurance.

The District shall not have any obligation or duty to indemnify or hold the Vendor harmless. The District shall not have any obligation or duty to insure the Vendor. Any such provisions in Vendor’s agreements, proposals, purchase orders, terms of service/use, general conditions, policies, contracts, or other similar documents shall be null, void and unenforceable.

7. Applicable Law, Jurisdiction and Venue.

The Agreement and this ASC shall be governed by, interpreted and enforced in accordance with the laws of the State of Illinois.

Each of the parties agrees that jurisdiction and venue for any litigation arising in connection herewith shall be exclusively in Will County, Illinois or in the United States District Court for the Northern District of Illinois – Eastern Division. Each of the parties agrees not to institute any litigation in any other jurisdiction or venue in connection with any dispute herewith. Each of the parties further agrees to waive any defense that Will County, Illinois or the United States District Court for the Northern District of Illinois is an improper or inconvenient court or venue for any litigation arising in connection herewith.

8. Confidentiality, Illinois Freedom of Information Act.

The District acknowledges that in the course of performing services or providing products under this agreement, representatives of Vendor may disclose certain confidential information to the District. All concepts, work, materials, and related information disclosed to the District by any person acting on behalf of Vendor are proprietary and confidential information of Vendor. The District acknowledges this and except as required by the Illinois Freedom of Information Act (5 ILCS 149/1 et. seq.), agrees not to disclose any such concepts, work, material or related information to any other parties, or to make any use of the Vendor materials other than the use that is intended by Vendor through its provision of the services or products.

The District is required to comply with the Illinois Freedom of Information Act (5 ILCS 140/1 et. seq.). Any confidentiality provision in Vendor’s contract documents are subject to the District’s duties under said Act.

9. No Automatic Renewal of Underlying Agreement.

Any provisions in Vendor’s agreements, proposals, purchase orders, terms of service/use, general conditions, policies, contracts, or other similar documents, that provide for an automatic renewal of the

underlying Agreement shall be of no force and effect and shall not extend the term of the underlying Agreement.

10. Authority to Use Product.

Vendor represents and warrants that it has the lawful authority and license to use any software that it provides as part of its products, services, subscriptions, or equivalent to the District, pursuant to its Agreement with the District.

11. Entire Agreement and Amendment.

The Agreement, including any attachments or exhibits, **including this Agreement of Supplemental Conditions between the parties** constitutes the entire agreement between the parties concerning the purchase of products, services, subscriptions or equivalent, and can only be amended in writing signed by authorized representatives of the District and Vendor.

12. Effective Date.


This Agreement shall have the same effective date as the underlying purchase agreement.

13. Authority to Execute This ASC.

The signatories represent that they have the authority to bind the parties.

Executed by the parties as follows:

Joliet Public Schools District 86,


By: John J. Armstrong
Title: Chief officer Technology
Date: 07/12/2021

Vendor,

DocuSigned by:
By: Michael Leshner
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Title: Senior Managing Director
Date: 7/7/2021