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ILLINOIS STATE PURCHASE AND LICENSE TERMS

Last Updated: November 12, 2021

These Illinois State Purchase and License Terms (“Illinois Terms”) apply to any transaction whereby the International Academy of Science (“we” “us” or “our”) provide to you our customer (referred to herein as “you” or “your”; as identified in more detail on the applicable Grant or Quote Form (“Quote Form”)): (1) license rights to use our software products and course content, (2) hardware for use with the software products, or (3) services, if you: (1) are a public school located within the State of Illinois, and (2) you are or will be providing us with “Covered Information” (as defined in 105 ILCS 85/5). These Illinois Terms shall not apply to “self-service” purchases (i.e., those made directly from our websites without involvement of our sales team).

These Illinois Terms are an integral part of an agreement (the “Agreement”) that consists of (in order of precedence) a Quote Form, these Standard Terms, and any documents incorporated by reference into either the Quote Form or Standard Terms (including those incorporated by hyperlink reference). These documents constitute the entire Agreement between the parties and will supersede and replace any provisions in your purchase order or other contracting or purchasing documents that do not exactly mirror these terms. These Illinois Terms may only be superseded or amended by other terms and conditions you and we have specifically agreed to in writing.

1. Products and Services

The International Academy of Science is a nonprofit 501(c)(3) organization that has been advancing science and education for over 30 years. We offer interactive educational products and services.

The specific products and services you order from us are governed by our standard Terms of Service, available at <https://www.science.edu/acellus/license-terms/>, as modified by these Illinois Terms.

2. Statements Related to 105 ILCS 85/5 Compliance



2.1 We provide you with the Acellus Learning System along with associated technology products and services pursuant to a Quote Form. The categories or types of “Covered Information” to be provided to us may include first and last name, test results, grades, evaluations, socioeconomic information, text messages, documents, student identifiers, and related student data. This “Covered Information” is collected only for school purposes and is not further processed in a manner that is incompatible with such purposes.

2.2 Pursuant to the federal Family Educational Rights and Privacy Act of 1974, we are acting as a school official with a legitimate educational interest, are performing an institutional service or function for which the school would otherwise use employees, under the direct control of the school, with respect to the use and maintenance of covered information, and are using the covered information only for an authorized purpose and may not re-disclose it to third parties or affiliates, unless otherwise permitted under this Act, without permission from the school or pursuant to court order. Our Student Data Privacy and Security Policy, available at <https://www.science.edu/student-privacy/>, and our Privacy Policy, available at <https://www.science.edu/privacy/>, are incorporated by reference.

2.3 In the unlikely event that we suffer a “breach” of your students’ “Covered Information” as defined in 105 ILCS 85/5, we will notify you within the most expedient time possible and without unreasonable delay, but no later than 30 calendar days after the determination that a breach has occurred. We will, at our own expense, undertake an investigation of the incident, make best efforts to remedy any security flaws that allowed unauthorized access, and provide a summary report at the conclusion of the investigation. We will also indemnify you for the costs associated with notifying all affected parties and all entities you are required by law to notify. In the case of breach, you may also incur expenses, which will be your sole responsibility. These include legal fees, audit costs, fines, and any other fees or damages imposed against you as a result of the security breach. To the extent you decide to offer credit monitoring to affected parties, such will occur at your own costs.

2.4 We agree to delete or transfer to you all “Covered Information” as defined in 105 ILCS 85/5 within 30 calendar days of being made aware that the information is no longer for the purposes of this agreement.

2.5 If you maintain a website, you must publish this agreement on your website. If you do not maintain a website, you must make this agreement available for inspection by the general public at your administrative office. For the purposes of this section, you should redact all provisions of this agreement except those included in sections 1, 2.1 and 2.2.

2.6 Parents and guardians of children enrolled in our services can inspect and review certain personal information that we have regarding their children online by signing in to the Parent Interface. Additionally, parents and guardians can contact us or their school district to inspect, review, and correct any “Covered Information” we have regarding their child. They may contact the International Academy of Science by calling us at 816-229-3800 or [by emailing us](#). Please note that to protect their information and the integrity of our products, we may need to verify your identity before processing your request.

3. Subcontractors to Whom Covered Information May Be Disclosed

The following shall serve as a list of any third parties or affiliates to whom we have disclosed or are currently disclosing “Covered Information” as defined in 105 ILCS 85/5:



- None

This list will, at a minimum, be updated and provided to you through an update to this page (if needed), by the beginning of each State of Illinois fiscal year and at the beginning of each calendar year.

4. General

As described in this Agreement and all incorporated policies, it is our intent to fully comply with the applicable provisions of the Illinois Student Online Personal Protection Act (SOPPA). You and we agree to implement and maintain reasonable security procedures and practices that meet or exceed industry standards designed to protect covered information from unauthorized access, destruction, use, modification, or disclosure. Nothing contained in this agreement shall be interpreted to require disclosures that we feel may compromise the security of student data. Legally required audits, if any, may occur and shall be at your expense and limited to a mutually agreed, one-day, onsite inspection of our security policies with no copies allowed. You agree to notify us in writing if you have reason to believe that we, or this agreement, are not in full compliance with SOPPA.



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CONTACT INFORMATION

Acellus School Support Center

11020 N Ambassador Drive, Suite 100



Kansas City, MO 64153



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