

**AGREEMENT BETWEEN
THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS
AND
[VENDOR]**

Agreement made this ___ day of _____ 201x, by and between [Vendor], having offices at [Vendor Address], (hereinafter referred to as "[Vendor]") and the Board of Trustees of the University of Illinois, on behalf of the Consortium of Academic and Research Libraries in Illinois (CARLI), having a principal place of business at Office of the Vice President for Academic Affairs, 100 Trade Centre Drive, Suite 303, Champaign, Illinois 61820 (hereinafter referred to as "**Licensee**"; collectively with [Vendor], referred to as the "**Parties**") provides for use by Licensee of the Licensed Materials, as defined below, subject to the terms and conditions set forth in this "**Agreement.**"

1.0 DEFINITIONS

- 1.1 "Licensed Materials"** means the [Vendor] databases as specified in Attachment 1 of this Agreement.
- 1.2 "Authorized Sites(s)"** means participating Consortium of Academic and Research Libraries in Illinois as specified in Attachment 2 of this Agreement. Licensee may add or eliminate Authorized Sites beyond those set forth at time of Agreement as mutually agreed to by written consent and will be incorporated into and become part of this Agreement.
- 1.3 "Authorized Users"** means Licensee and Authorized Sites authorized to provide on-site access to the Licensed Materials to employees, students, registered and walk-in patrons, and other persons affiliated with, or permitted to use the facilities of any Authorized Site. Any Authorized Site is authorized to provide remote access to the Licensed Materials under security conditions adequate to ensure that only users specifically granted access under this Agreement will be authenticated and authorized, and that individuals that are not parties to this Agreement are excluded.
- 1.4 "Permitted Use"** means the use of the Licensed Materials by Authorized Users for instruction, study, or personal research and training. Authorized Users may search the Licensed Materials; view, retrieve and display data contained therein; print data resulting from searches and make limited copies of such printed results; download data obtained from searches; and e-mail data obtained from searches. Authorized Sites may use a reasonable portion of the Licensed Materials in the preparation of Course Packs and in a program of electronic reserves. Authorized Sites may supply through interlibrary loan a copy of an individual document being part of the Licensed Materials by post, fax or electronic transmission, for the purposes of research or private study and not for commercial use. Such copies are to be made in compliance with Section 108 of the Copyright Act of the United States and within all CONTU guidelines.

Permitted Use expressly precludes uploading, downloading, copying or redistributing the Licensed Materials in its entirety or any substantial portion thereof; copying, duplication, redistribution, retransmission, publication, or transfer of information from the Licensed Materials for commercial purposes or other exploitation of the contents of the Licensed

Materials; or the preparation of derivative works or the incorporation of the Licensed Materials in whole or in part, in any other work or system.

- 1.5** “**Course Pack**” means a collection or compilation of materials (e.g., book chapters, journal articles) assembled by members of staff of an Authorized Site for use by students in a class for the purposes of instruction.
- 1.6** “**E-reserve**” means electronic copies of materials (e.g., book chapters, journal articles) made by the staff of an Authorized Site for use by students in connection with specific courses of instruction, with access to said copies offered through the library of the Authorized Site and limited to students registered in said courses.
- 1.7** “**Interlibrary Loan (ILL)**” means the library to library transmission of a single copy of a specified document for the purposes defined under the terms of Section 108 of the Copyright Act of the United States. It is the responsibility of the library requesting the document to ensure compliance with the copyright laws. Authorized Users who do print items must maintain all copyright and other notices on the printed items.
- 2.0 LICENSE**
- 2.1** The Licensee has a nonexclusive and nontransferable license to use the Licensed Materials as set forth in Section 4.0 of this Agreement.
- 2.2** Licensee and Authorized Sites are authorized to provide on-site access to the Licensed Materials to any employee, student, registered or walk-in patron or other person affiliated with, or permitted to use the facilities of the Licensee and who is authorized by the Licensee to access the Licensed Materials. The Licensee and Authorized Sites are authorized to provide remote access to the Licensed Materials only to their patrons as long as security procedures are undertaken that will prevent remote access by institutions or individuals that are not parties to this Agreement who are not expressly and specifically granted access by [Vendor].
- 2.3** Any Authorized User may search, download, and save electronic material included in Licensed Materials and make single printed copies of individual writings for private use or research. Multiple copies may be made for classroom use, provided: that no charge is made for such copies, other than a nominal charge to cover the cost of reprography; and that such copies are not made or distributed for commercial advantage. Specifically, copies must be made in compliance with Section 108 of the Copyright Act of the U.S. and with guidelines developed by the National Commission on New Technological Uses of Copyrighted Works (CONTU Guidelines), the text of which is available as part of U.S. Copyright Office Circular 21.
- 2.4** Should a significant portion of the Licensed Materials be deleted or removed from access, [Vendor] shall notify Licensee immediately. Licensee shall have at least thirty (30) days from receipt of notification to cancel the Agreement and request a pro-rated refund of the license fee.
- 2.5** No modification or claimed waiver of any provision of this Agreement shall be valid except by written amendment signed by authorized representatives of Parties.
- 3.0 LIMITED WARRANTY AND RISKS**

- 3.1** [VENDOR] MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND EXCEPT AS SET FORTH HEREIN, WHICH ARE IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
- 3.2** [VENDOR] NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR [VENDOR] ANY OTHER LIABILITY IN CONNECTION WITH THE LICENSING OF THE MATERIALS UNDER THIS AGREEMENT AND/OR ITS USE THEREOF BY THE LICENSEE AND AUTHORIZED SITES OR THEIR RESPECTIVE PATRONS.
- 3.3** [VENDOR] REPRESENTS AND WARRANTS THAT IT HAS THE RIGHT AND AUTHORITY TO MAKE THE LICENSED MATERIALS AVAILABLE PURSUANT TO THESE TERMS AND CONDITIONS AND THAT THE MATERIALS, WHICH CONSTITUTE THE LICENSED MATERIALS NOT INFRINGE UPON ANY COPYRIGHT, PATENT, TRADE SECRET OR OTHER PROPRIETARY RIGHT OF ANY THIRD PERSON OR PARTY.
- 3.4** [VENDOR] AGREES TO DEFEND AND INDEMNIFY THE LICENSEE IN THE CASE OF A THIRD PARTY CLAIM OF INFRINGEMENT.
- 3.5** [VENDOR] WILL USE ALL REASONABLE EFFORTS TO MAINTAIN ADEQUATE INTERNET CONNECTION BANDWIDTH AND SERVER CAPACITY TO PROVIDE LICENSEE WITH PROMPT ACCESS TO THE LICENSED MATERIALS. IF, DUE TO CAUSES WITHIN ITS REASONABLE CONTROL, [VENDOR] IS UNABLE TO PROVIDE LICENSEE WITH ACCESS TO THE LICENSED MATERIALS FOR A PERIOD EXCEEDING TWENTY-FOUR (24) CONSECUTIVE HOURS, [VENDOR] AGREES TO EXTEND THE LICENSE PERIOD FOR CORRESPONDING TWENTY-FOUR (24) HOUR INCREMENTS AT NO ADDITIONAL COST TO LICENSEE.
- 4.0 TERM AND FEES**
- 4.1** The initial term of this Agreement shall be for one (1) year, beginning July 1, 201x through June 30, 201x. Licensee may, for a period of four (4) additional contract years (July 1, 201x through June 30, 201x), exercise the annual renewal of this Agreement.
- 4.2** The price to Licensee for use of the Licensed Materials as set forth in Attachment 1 of this Agreement shall be based on the selection of Licensed Materials by Authorized Sites at the beginning of each period ending June 30. For each of the optional renewal years, prices for the Licensed Materials shall not increase more than listed in Attachment 3 of this Agreement.
- 4.3** From the information provided by Licensee, [Vendor] shall invoice Licensee at the beginning of each fiscal period for selected Licensed Materials. Payment will be due 30 days after receipt of invoice. If changes are made to the subscribed Licensed Materials, pro rata adjustments of the contracted price will be calculated by [Vendor] and invoiced to Licensee or Authorized Sites accordingly as of the date of any changes. Payment will be due 30 days after receipt of invoice for any additional pro rata adjustments.
- 4.4** In accordance with the State Prompt Payment Act (30 Illinois Compiled Statutes 540), Licensee shall deny or approve an invoice for payment within 30 days after physical receipt of the invoice. A payment is late if the date of payment is not within 60 days after the date of approval of the

invoice. Interest is calculated at the rate of 1% per month, or a daily interest factor of .00033. Interest amounting to \$5 or less will not be paid by Licensee.

5.0 TERMINATION

5.1 In the event of a breach of any of its obligations under this Agreement, Licensee shall have the right to remedy the breach within thirty (30) days upon receipt of written notice from [Vendor]. Within the period of such notice Licensee shall make every reasonable effort and document said effort to remedy such a breach and shall institute any reasonable procedures to prevent future occurrences of such breaches. If the Licensee fails to remedy such a breach within the period of thirty (30) days, [Vendor] may (at its option) terminate this Agreement upon written notice to the Licensee.

5.2 If [Vendor] becomes aware of a material breach of the rights of the Licensee under this Agreement that [Vendor] reasonably believes will cause immediate and severe economic injury, [Vendor] will notify the Licensee immediately in writing and shall have the right to temporarily suspend the access to the Databases for the Authorized Site(s) involved in said breach. Licensee shall have the right to remedy the breach within thirty (30) days, upon receipt of written notice from [Vendor]. Once the breach has been remedied or the breaching activity halted, [Vendor] shall immediately reinstate the Authorized Site's access to the Database(s). If the Licensee does not satisfactorily remedy the breaching activity within thirty (30) days, [Vendor] may terminate this Agreement upon written notice to the Licensee.

5.3 In the event of a breach of any of its obligations under this Agreement, [Vendor] shall have the right to remedy the breach within thirty (30) days upon receipt of written notice from Licensee that such breach has occurred. Within the period of such notice [Vendor] shall make every reasonable effort and document said effort to remedy such a breach and shall institute any reasonable procedures to prevent future occurrences of such breaches. If [Vendor] fails to remedy such a breach within the period of thirty (30) days, Licensee may (at its option) terminate this Agreement upon written notice to the [Vendor].

At that time, [Vendor] shall immediately refund the license fee pro-rated to the unexpired term of the subscription.

6.0 NOTICES

All notices given pursuant to this Agreement shall be in writing and may be hand delivered, or shall be deemed received within three (3) days after posting if sent certified mail to the following parties or their delegates:

VENDOR [Insert Name]
RESPONSIBLE PERSON [Insert Name]
RESPONSIBLE PERSON TITLE [Insert Title]
VENDOR ADDRESS [Insert Address]

Customer Contract Issues:
[Insert Name]
[Insert Title]
University of Illinois Purchasing Division
Tech Plaza, Suite 212

616 E. Green St.
Champaign, IL 61820

Customer Technical Issues:
Cindy Clennon
Director, Electronic Resources
CARLI
100 Trade Centre Drive, Suite 303
Champaign, IL 61820

Customer Billing Contact:
Connie Walsh
Chief Financial Officer
CARLI
100 Trade Centre Drive, Suite 303
Champaign, IL 61820

7.0 MISCELLANEOUS

- 7.1** This Agreement represents the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes any and all prior agreements and understandings, written and/or oral. This Agreement may not be modified or amended except by written consent of the Parties or in accordance with the provisions set forth in Section 2.5 of this Agreement. There are no representations, warranties, promises, covenants or undertakings, except as described herein.
- 7.2** This Agreement and the license granted herein may not be assigned by either party to any third party(ies) without written consent of the other party. In the event of assignment by the [Vendor], Licensee reserves the right to require performance security from the assignee in the form of a bond or letter of credit.
- 7.3** Governing Law/Jurisdiction. This Agreement, including any executed modifications thereto, shall be governed by, interpreted, and adjudicated under the applicable laws of the State of Illinois.
- 7.4** If any term or condition of this Agreement is found by a court of competent jurisdiction or administrative agency to be invalid or unenforceable, the remaining terms and conditions thereof shall remain in full force and effect so long as a valid Agreement is in effect.
- 7.5** [Vendor] will not be liable or deemed to be in default for any delays or failure in reasonable control, including but not limited to acts of god, war, riot, embargoes, acts of civil or military authority, rain, fire, flood, accidents, earthquake(s), strikes or labor shortages, transportation facilities shortages or failures of equipment, or failures of the internet.
- 7.6** The headings for each section are stated for convenience only and are not construed as limited.
- 7.7** Collection and analysis of data on usage of the Licensed Materials will assist both [Vendor] and the Licensee to understand the impact of this Agreement. Any such usage data compiled by [Vendor] will be collected by a method consistent with applicable privacy laws and written confidentiality requirements of this Agreement. The anonymity of individual users and the

confidentiality of their searches shall be fully protected by [Vendor]. All usage data, such as number of searches or articles downloaded, will be used for private, internal use only and reported at least quarterly by [Vendor] to the Licensee. Statistical usage data will be summarized for the institutions as a whole, and also sorted and listed by individual server access.

- 7.8 [Vendor] agrees not to use advertising, sales promotions, and other publicity matters relating to any product furnished by the [Vendor] wherein the name of the Licensee or any Authorized Site is mentioned or language is used from which the connection to institutions named therein may, in the Licensee's judgment, be inferred or implied, without prior written consent of the Licensee and/or the Authorized Site.
- 7.9 All routine service-related communications should be directed to support@carli.illinois.edu.
- 7.10 Membership in CARLI will be based on individual participation by institutions, and will be subject to change periodically. Licensee shall maintain a current list of libraries for each level of membership in the organization at the following website location:
<http://www.carli.illinois.edu/mem-lib.html>.

8.0 CERTIFICATIONS AND CONFLICTS

All subcontracts issued by Vendor under this Contract must include the Standard Qualifications, Certifications, Representations, and Disclosures Attachment.

If this is a multi-year contract, including the initial term and all optional renewals, Vendor shall reconfirm compliance with the following certifications by July 1 of each year that this contract remains in effect. All subcontractors shall reconfirm compliance with the Standard Qualifications, Certifications, Representations, and Disclosure Attachment.

Vendor certifies it is under no legal prohibition on contracting with the State of Illinois, has no known conflicts of interest and further specifically certifies that:

1. Vendor, its employees and subcontractors will comply with applicable provisions of the U.S. Civil Rights Act, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.) and applicable rules in performance under this Contract.
2. **This applies to individuals, sole proprietorships, partnerships and LLCs, but is not otherwise applicable.** Vendor is not in default on an educational loan (5 ILCS 385/3).
3. **This does not apply to contracts with the state universities.** Vendor (if an individual, sole proprietor, or partner) has informed the director of the Agency in writing if he/she was formerly employed by that agency and has received an early retirement incentive prior to 1993 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code, 40 ILCS 5/14-108.3 and 40 ILCS 5/16-133.3, and acknowledges that contracts made without the appropriate filing with the Auditor General are not payable from the "contractual services" or other appropriation line items. Vendor has not received an early retirement incentive on or after 2002 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code, 40 ILCS 5/14-108.3 and 40 ILCS 5/16-133.3, and acknowledges that contracts in violation of Section 15a of the State

Finance Act are not payable from the “contractual services” or other appropriation line items (30 ILCS 105/15a).

4. Vendor is an existing legal entity, and **as applicable**: has obtained an assumed name certificate from the appropriate authority, is registered to conduct business in Illinois, and is in good standing with the Illinois Secretary of State (30 ILCS 500/1.15.80).
5. **This applies to service contracts and is otherwise not applicable.** 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 performing substantially similar work that will be performed under this contract (30 ILCS 500/25-80). This certification does not apply to heating and air-conditioning, plumbing and electrical service contracts.
6. Vendor has not been convicted of bribing or attempting to bribe an officer or employee of the State of Illinois or any other State, nor has Vendor 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, 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, 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 and acknowledges that the State shall declare the Contract void if this certification is false (30 ILCS 500/50-10.5).
9. Vendor and its affiliates are not delinquent in the payment of any debt to the State (or if delinquent has entered into a deferred payment plan to pay the debt), and Vendor and its affiliates acknowledge the State may declare the Contract void if this certification is false (30 ILCS 500/50-11) or if Vendor or an affiliate later becomes delinquent and has not entered into a deferred payment plan to pay off the debt (30 ILCS 500/50-60).
10. Vendor 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) and acknowledges that failure to comply can result in the Contract being declared void.
11. Vendor certifies that it has not committed a willful or knowing violation of the Environmental Protection Act (relating to Civil Penalties under the Environmental Protection Act) within the last five years, and is therefore not barred from being awarded a contract. If the State later determines that this certification was falsely made by the Vendor, the Vendor acknowledges that the State may declare the Contract void (30 ILCS 500/50-14).

12. Vendor has not paid any money or valuable thing to induce any person to refrain from bidding on a State contract, nor has Vendor 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).
13. Vendor is not in violation of the "Revolving Door" section of the Illinois Procurement Code (30 ILCS 500/50-30).
14. Vendor 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).
15. In accordance with the Steel Products Procurement Act, 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 grants an exception (30 ILCS 565).
16. If Vendor employs 25 or more employees and this Contract is worth more than \$5,000, Vendor certifies that it will provide a drug free workplace in accordance with the requirements of the Illinois Drug-Free Workplace Act (30ILCS 580).
17. If Vendor is an individual and this Contract is worth more than \$5,000, Vendor 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).
18. 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 U.S. Department of Commerce. This certification applies to contracts that exceed \$10,000 (30 ILCS 582).
19. Vendor 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).
20. Vendor certifies that it will comply with all applicable provisions of the Equal Opportunity Employment Clause at 44 Ill. Adm. Code 750, Appx. A, which forms a part of this Contract by reference. (775 ILCS 5/2-105).
21. Vendor 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).
22. Vendor complies with the State Prohibition of Goods from Forced Labor Act, and certifies that no foreign-made equipment, materials, or supplies furnished to the State under the Contract have been or will be produced in whole or in part by forced labor, or indentured labor under penal sanction (30 ILCS 583).
23. Vendor certifies that no foreign-made equipment, materials, or supplies furnished to the State under the Contract have been produced in whole or in part by the labor or any child under the age of 12 (30 ILCS 584).

24. Vendor certifies that it has not committed a willful or knowing violation of the Lead Poisoning Prevention Act (410 ILCS 45) and acknowledges that it is prohibited from doing business with the State until the violation is mitigated. (30 ILCS 500/50-14.5).
25. **This does not apply to contracts with the state universities.** 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. The 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.
26. **This applies to information technology contracts and is otherwise not applicable.** Vendor acknowledges that all information technology, including electronic information, software, systems and equipment, developed or provided under this Contract must be accessible to individuals with disabilities to the greatest extent possible, in accordance with the Illinois Information Technology Accessibility Act Standards published at www.dhs.state.il.us/iitaa (30 ILCS 587).
27. Vendor has disclosed if required, on forms provided by the State, and agrees it is under a continuing obligation to disclose to the State, financial or other interests (public or private, direct or indirect) that may be a potential conflict of interest or that would prohibit Vendor from having or continuing the Contract. This includes, but is not limited to conflicts under the "Infrastructure Task Force Fee Prohibition" section of the State Finance Act (30 ILCS 105/8.40), Article 50 of the Illinois Procurement Code (30 ILCS 500/50), or those which may conflict in any manner with the Vendor's obligation under this Contract. Vendor shall not employ any person with a conflict to perform under this Contract. If any elected or appointed State officer or employee, or the spouse or minor child of same has any ownership or financial interest in the Vendor or the Contract, Vendor certifies it has disclosed that information to the State if required, on forms provided by the State, and any waiver of the conflict has been issued in accordance with applicable law and rule. A waiver is required if:
- a) the person intending to contract with the State, his/her spouse or child: (i) holds an elective office in Illinois; (ii) holds a seat in the Illinois General Assembly; (iii) is an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority; or holds an appointed position or is employed in any of the offices or agencies of the State government and who receives compensation for such employment in excess of 60% of the salary of the Governor (currently \$106,447.20). (The conflict of interest threshold of 60% of the Governor's salary set forth in Section 50-13 does not apply to elective office holders, legislators, and officers or employees of the Capital Development Board or the Illinois Toll Highway Authority.);
 - b) the contract is with a firm, partnership, association or corporation in which a person referenced in a) above receives more than 7.5% of the total distributable income or an amount in excess of the salary of the Governor (currently \$177,412.00).
 - c) the contract is with a firm, partnership, association or corporation in which a person referenced in b) above, together with their spouse or minor child, receives more than 15% in the aggregate of the total distributable income or an amount in excess of 2 times

the salary of the Governor (currently \$354,824.00) from the firm, partnership, association or corporation.

28. Vendor (as "business entity" under 30 ILCS 500/50-37), certifies that it will not make a prohibited political contribution.

29. In accordance with 30 ILCS 500/20-160, Vendor certifies that either:

Vendor is not required to register as a business entity with the State Board of Elections.

Or

Vendor has registered as a business entity with the State Board of Elections and acknowledges a continuing duty to update the registration as required by the Act. **A copy of the official certificate of registration as issued by the State Board of Elections is attached.**

30. Vendor will include these terms in any subcontract and acknowledges that the State may declare this Contract void without penalty or obligation to pay additional compensation if any certifications are false or if this Contract has been made in violation of the Procurement Code or any other law.

31. **Disclosure of Business in Iran:** You must respond to the following request for information. Failure to respond will disqualify your firm from consideration in this solicitation.

Within the 24 months before submission of the renewal offer the vendor, or any of its corporate parents or subsidiaries, has had business operations that involved contracts with or provision of supplies or services to

(a) the Government of Iran;

(b) companies in which the Government of Iran has any direct or indirect equity share;

(c) consortiums or projects commissioned by the Government of Iran; or

(d) companies involved in consortiums or projects commissioned by the Government of Iran;

AND

(1) more than 10% of the company's revenues produced in, or assets located in, Iran involve oil-related activities or mineral-extraction activities; less than 75% of the company's revenues produced in, or assets located in, Iran involve contracts with or provision of oil-related or mineral-extraction products or services to the Government of Iran or a project or consortium created exclusively by that government; and the company has failed to take substantial action;

OR

(2) the company has, on or after August 5, 1996, made an investment of \$20 million or more, or any combination of investments of at least \$10 million each that in the aggregate equals or exceeds \$20 million in any 12-month period, that directly or significantly contributes to the enhancement of Iran's ability to develop petroleum resources of Iran.

NO, the above information does NOT apply to our firm.

YES, the above information DOES apply to our firm. We understand that the participating University is required to notify the State Comptroller of this disclosure.

32. **Illinois Department of Human Rights (DHR) Public Contracts Number:** If Vendor has employed fifteen (15) or more full-time employees at any time during the term of this contract, then Vendor must have a current Public Contract Number or have proof of having submitted a completed application. If IPHEC cannot confirm compliance, it will not be able to consider the renewal offer. Please complete the appropriate sections below.

Name of Company (and D/B/A): _____

DHR Public Contracts Number: _____

Date of Expiration: _____

____ (check if applicable) The number is not required as the company has employed 14 or less full-time employees during the 365-day period immediately preceding the renewal period.

33. The Vendor acknowledges that this Contract may be voided if any of the certifications made herein by the Vendor are false.

34. In the event of a conflict between these contract certifications and a purchase order these contract certifications shall control.

35. **This applies only if procuring university receives Medicare or Medicaid funding.** Contractor certifies that neither it nor any of its employees or subcontractors who may provide services pursuant to this Contract is currently subject of an investigation or proceeding to exclude it as a provider under Medicare or Medicaid or under any other federal or state health care program or under any third party insurance program, nor is it currently excluded or debarred from submitting claims to Medicare or Medicaid or to any other federal or state health care program or to any third party insurer. Contractor represents and warrants it has checked the U.S. General Service Administration's (GSA) Excluded Party Listing System (EPLS), which lists parties excluded from federal procurement and non-procurement programs. The EPLS website includes GSA/EPLS, the U.S. Department of Health and Human Services (HHS) Office of Inspector General's (OIG) List of Excluded Individuals/Entities (LEIE), and the Department of Treasury's (Treasury) Specially Designated Nationals (SDN) list. Contractor also represents and warrants it has checked the Illinois Department of Public Aid (IDPA) OIG Provider Sanctions list of individuals and entities excluded from state procurement with respect to Contractor's employees and agents. See the following websites: <http://epls.arnet.gov> and <http://www.state.il.us/agency/oig/search.asp>. University will terminate Contract without penalty to University if Contractor becomes excluded during life of this Contract.

36. The Contractor (and any Subcontractors) is required under 30 ILCS 500/20-65 to maintain, for a period of three (3) years after the later of the date of completion of this Contract or the date of final payment under the Contract, all books and records relating to the performance of the Contract and necessary to support amounts charged to the University under the Contract. The Contract and all books and records related to the Contract shall be available for review and audit by the University and the Illinois Auditor General. If this Contract is funded from contract/grant funds provided by the U.S. Government, the Contract, books, and records shall be available for review and audit by the Comptroller General of the U.S. and/or the Inspector General of the federal sponsoring agency. The Contractor agrees to cooperate fully with any audit and to provide full access to all relevant

materials. Failure to maintain the required books and records shall establish a presumption in favor of the University for the recovery of any funds paid by the University under this Contract for which adequate books and records are not available.

By signing this form, the Vendor signifies agreement and compliance with the certifications and conditions identified in this document. I certify that the above information is accurate and complete:

Company name: _____
Address: _____
Telephone number: _____
Signature: _____
Printed name: _____
Date: _____

The parties have caused this instrument to be executed by their duly authorized representatives.

LICENSEE:
The Board of Trustees
of the University of Illinois
on behalf of the Consortium of Academic
and Research Libraries in Illinois

Office of Vice President for Academic Affairs
CARLI
100 Trade Centre Drive
Suite 303
Champaign, IL 61820

LICENSOR:
VENDOR NAME [Insert Name]
VENDOR ADDRESS [Insert Address]

This AGREEMENT is hereby agreed to:

LICENSEE:

THE BOARD OF TRUSTEES OF
THE UNIVERSITY OF ILLINOIS
ON BEHALF OF THE CONSORTIUM
OF ACADEMIC AND RESEARCH
LIBRARIES IN ILLINOIS

LICENSOR:

VENDOR NAME [Insert Name]

By: _____
Walter K. Knorr, Comptroller

By: _____
[Insert name, title]

Date: _____

Date: _____

Attest: _____
Michele M. Thompson, Secretary of the Board

Date: _____

APPROVED:

University Legal Counsel

Date: _____

University of Illinois Purchasing Division

Date: _____

Susan Singleton, Office of Vice President
for Academic Affairs/CARLI

Date: _____

ATTACHMENT 1
List of Licensed Materials

The following list of Databases comprises the complete offer of the Vendor as specified in this Agreement.

- Database 1
- Database 2
- Database 3

STANDARD LICENSE AGREEMENT

ATTACHMENT 2
List of Participating Libraries
July 1, 201x - June 30, 201x

Library	Database	Price
Library A	Database 1	\$
Library B	Database 2	\$
Library C	Database 3	\$
Totals		\$

STANDARD LICENSE AGREEMENT

ATTACHMENT 3
Not-to-Exceed Annual Percentage Cap Increases
By Renewal Year*

Vendor Databases	Option Period I	Option Period II	Option Period III	Option Period IV
Database 1	X%	X%	X%	X%
Database 2	X%	X%	X%	X%
Database 3	X%	X%	X%	X%

*** Renewal Year Periods**

Option Period I: July 1, 201x - June 30, 201x

Option Period II: July 1, 201x - June 30, 201x

Option Period III: July 1, 201x - June 30, 201x

Option Period IV: July 1, 201x - June 30, 201x

STANDARD LICENSE AGREEMENT