

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

Agreement made effective this XX day of XXXX 20XX, or from the date of execution of this Agreement, if later, 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 sites.

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. In the case of video products, this includes public performance rights. 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** The [Vendor] shall provide to Licensee at least ninety (90) days prior to the beginning of the next subscription term an itemized holdings report that specifies the titles included in the Licensed Materials for the next subscription term. If the Licensed Materials include content covered by the Knowledge Base and Related Tools (K-BART) Recommended Practice, itemized holdings lists for Licensee shall be reported in K-BART compliant format http://www.niso.org/apps/group_public/download.php/12720/rp-9-2014_KBART.pdf. Should a significant portion of the Licensed Materials be deleted or removed from access, [Vendor] shall notify Licensee immediately. [Vendor] shall also provide the deleted or removed titles information to Discovery Services Systems in an identical timely manner. If essential titles or more than ten (10) percent of content are removed, Licensee shall have at least thirty (30) days from receipt of notification to request an appropriate annual subscription cost or to cancel the Agreement and

request a pro-rated refund of the license fee. [Vendor] shall also provide Licensee the opportunity to elect titles of equal value (fiscally and programmatically) at the same annual subscription cost.

- 2.5** If any portion of the Licensed Materials is transferred to or acquired from another party, [Vendor] shall use best efforts to ensure that Licensee does not lose access to content subject to this Agreement as a result of the transfer or acquisition. Any archival and perpetual access rights that have been granted shall be honored, whether the [Vendor] is acting as the transferring or acquiring party. If [Vendor] is transferring any portion of the Licensed Materials to another party, [Vendor] shall use best efforts to assign all rights and obligations to the assignee. If [Vendor] is acquiring works that become subject to this Agreement, [Vendor] shall use best efforts to acquire the rights to perform under this Agreement, including but not limited to perpetual access rights. Vendor agrees to communicate with the party from which it is acquiring works to exchange such relevant payment and rights information. For journal titles, [Vendor] shall comply with the Transfer Code of Practice.
- 2.6** [Vendor] shall make the Licensed Materials available through member institutions' Discovery System(s) for indexing and discovery purposes. [Vendor] shall provide to member institutions' discovery service vendors on an ongoing basis the citation and complete descriptive metadata (including all subject headings, abstracts, and keywords), and full-text content necessary to facilitate optimal discovery and accessibility of the content for the benefit of the member institution and Authorized Users. [Vendor] shall make commercially reasonable efforts to treat discovery service providers equally, thus giving authorized sites the freedom to contract with their preferred discovery service providers. Discovery Service Systems are defined as user interface and search systems for discovering and displaying content from local, database and web-based sources.
- 2.7** For purposes of this License, Text and Data Mining (TDM) is defined as a machine process that derives high-quality information from textual and numerical data by identifying patterns and trends using categorization, statistical pattern learning and analysis, concept or sentiment analysis, and/or associating natural language with indexing terms. Authorized Users may use the Licensed Materials to perform and engage in TDM for academic research, scholarship, and other educational purposes; utilize and share the results of TDM in their scholarly work; and make the results available for use by others, so long as the results cannot be used as a substitute for the Licensed Materials. [Vendor] will cooperate with Licensee and Authorized Users as reasonably necessary in making the Licensed Materials available in a manner and form most useful to the Authorized Users, including, where required, local mounting, loading, and integration of the results on a server used for the Authorized User's text- mining system. If Licensee or Authorized Users request the [Vendor] to deliver or otherwise prepare copies of the Licensed Materials for text and data mining purposes, any fees charged by [Vendor] shall be solely for preparing and delivering such copies on a time and materials basis. In all cases, the Licensee and Authorized Users shall ensure compliance with other usage policies, including security and technical access requirements, set forth in this License.
- 2.8** For video product licenses, [Vendor] will specify file types used to deliver video content and provide details on system, device, and software requirements to view/play/access content. These technical specifications shall be incorporated as an Attachment to this Agreement.

2.9 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 five (5) years, beginning XX XX , 20XX through XX XX, 20XX. The term covers five (5) subscription years, each beginning on XXXX XX.

4.2 Subscriptions to the Licensed Materials are subject to change and may be updated annually, prior to each fiscal year of the term, upon mutual agreement by both parties.

4.3 Individual Institutions subscribing to this Agreement (Subscribers) may opt in or out of this Agreement annually, prior to the beginning of each renewal year of the term. This option may affect the annual estimated usage and spend on the Licensed Materials.

4.4 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 December 31. The price to Licensee for the Licensed Materials shall reflect the lowest price available in Illinois from [Vendor]. Prices for the Licensed Materials shall not increase more than listed in Attachment 1 of this Agreement.

- 4.5** From the information provided by Licensee, [Vendor] shall invoice Licensee at the beginning of each fiscal period for selected Licensed Materials. 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. In accordance with the State Prompt Payment Act (30 Illinois Compiled Statutes 540/3-2(2)), Licensee shall deny or approve an invoice for payment within 90 days after physical receipt of the invoice. A payment is late if the date of payment is not within 90 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.
- 4.6** New subscriptions after the January 1 renewal date will be prorated from the effective date to December 31 for that year. Upon renewal, the subscription period will be effective from January 1 through December 31.
- 4.7** In any year for which the General Assembly fails to make an appropriation to make payments under the terms of this Agreement, Authorized Sites may cancel Licensed Materials up to ninety (90) days after the effective date of the term. Licensee will be invoiced for the pro-rated subscription period for the Authorized Site. In the event that payment has been made to [Vendor] for the 12-month subscription period, [Vendor] will refund to Licensee the remainder of the subscription fee amount.

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** 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:
University of Illinois Purchasing Division
Illini Plaza
Suite 202
1817 S. Neil Street
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, and the attached Exhibits A and B represent 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 2.8 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. The assignment of this Agreement will not be grounds for modification or elimination of the previously negotiated pricing model and price caps.
- 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** Neither party will 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. On a monthly basis, [Vendor] will provide usage statistics at both the individual participating library level, as well as the consortial level. This data should be at the level of detail required for objective evaluation of both product performance and satisfaction of user needs, including title-by-title use of journals. Usage statistics should be COUNTER compliant and will be consistent with Guidelines for the Statistical Measures of Usage of WebBased Indexed, Abstracted, and Full Text Resources (September 2006), adopted and approved.
- 7.8** [Vendor] cooperates with CLOCKSS/LOCKSS and/or Portico to deliver digitized print and electronic current content for titles for which it may have the right to do so; the intention is to maintain the availability of that content in case of catastrophic failure of [Vendor's] ability to serve it from its own servers. The use of CLOCKSS/LOCKSS technology and/or Portico technology for backup and archival purposes is therefore expressly permitted for all Licensed Materials.
- 7.9** Upon termination of this Agreement, [Vendor] shall provide continued access to the Licensed Materials for which Perpetual Access was granted in this License Agreement. The means by which Authorized Users shall have access to such Licensed Materials shall be in a manner and form substantially equivalent to the means by which access is provided during the term of this Agreement, with provisions for ensuring forward compatibility with new technologies. Vendor shall:
- a.) provide continuing online access to archival copies of the Licensed Materials on the [Vendor's] Platform without supplementary fees to CARLI or Members;
 - b.) provide to Licensee, Authorized Site, or third-party archiving service, upon request and within ninety (90) days, one copy of the entire set of Licensed Materials and associated metadata to be maintained as an archival copy for the purpose of delivering continuing online access to Authorized Users. The cost of electronic delivery of Licensed Materials and associated metadata to Licensee, Authorized Site or a third-party archiving service shall be borne by [Vendor], unless otherwise agreed upon by the parties. The archival copy from the [Vendor] shall be provided without Digital Rights Management Technology in a mutually agreeable medium suitable to the content, but may not contain all the links and other features and functionality associated with the Licensed Materials pursuant to this Agreement.
- 7.10** [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.
- 7.11** All routine service-related communications should be directed to support@carli.illinois.edu.

7.12 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/membership/mem-lib> .

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

VENDOR:
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

VENDOR:
VENDOR NAME [Insert Name]

By: _____
Walter K. Knorr, Comptroller

By: _____
[Insert name, title]

Date: _____

Date: _____

ATTACHMENT 1
List of Licensed Materials and Not-to-Exceed Annual Percentage Cap Increases
By Subscription Year

Subscription Year 2: XX XX, XXXX – XX XX, XXXX

Subscription Year 3: XX XX, XXXX – XX XX, XXXX

Subscription Year 4: XX XX, XXXX – XX XX, XXXX

Subscription Year 5: XX XX, XXXX – XX XX, XXXX

Price cap increases have been negotiated for Subscription Years 2 - 5

Vendor Databases	Subscription Year 2	Subscription Year 3	Subscription Year 4	Subscription Year 5
Database 1	X%	X%	X%	X%
Database 2	X%	X%	X%	X%
Database 3	X%	X%	X%	X%

STANDARD LICENSE AGREEMENT

Exhibit A - Certifications

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

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

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

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

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

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

2. Vendor certifies it and its employees will comply with applicable provisions of the United States. Civil Rights Act, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act, and applicable rules in performance of this contract.
3. **This applies to individuals, sole proprietorships, partnerships and LLCs, but is not otherwise applicable.** Vendor, if an individual, sole proprietor, partner or an individual as member of a LLC, certifies he/she is not in default on an educational loan. 5 ILCS 385/3.
4. Vendor certifies that, for the duration of this contract it will:
 - a) post its employment vacancies in Illinois and border states on the Department of Employment Security's IllinoisJobLink.com website or its successor system; or
 - b) will provide an online link to these employment vacancies so that this link is accessible through the IllinoisJobLink.com website or its successor system; or
 - c) is exempt from 20 ILCS 1005/1005-47 because the contract is for construction-related services as that term is defined in section 1-15.20 of the Procurement Code; or the contract is for construction and vendor is a party to a contract with a bona fide labor organization and performs construction. (20 ILCS 1005/1005-47)
5. **This applies only to certain service contracts and does NOT include contracts for professional or artistic services.** To the extent there was a current Vendor providing the services covered by this contract and the employees of that Vendor who provided those services were covered by a collective bargaining agreement,

Vendor certifies (i) that it will Offer to assume the collective bargaining obligations of the prior employer, including any existing collective bargaining agreement with the bargaining representative of any existing collective bargaining unit or units performing substantially similar work to the services covered by the contract subject to its bid or Offer; and (ii) that it shall Offer employment to all employees currently employed in any existing bargaining unit who perform substantially similar work to the work that will be performed pursuant to this contract. This does not apply to heating, air conditioning, plumbing and electrical service contracts. 30 ILCS 500/25-80.

6. Vendor certifies it has neither been convicted of bribing or attempting to bribe an officer or employee of the State of Illinois or any other State, nor made an admission of guilt of such conduct that is a matter of record. 30 ILCS 500/50-5.
7. If Vendor has been convicted of a felony, Vendor certifies at least five years have passed after the date of completion of the sentence for such felony, unless no person held responsible by a prosecutor's office for the facts upon which the conviction was based continues to have any involvement with the business. 30 ILCS 500/50-10.
8. If Vendor or any officer, director, partner, or other managerial agent of Vendor has been convicted of a felony under the Sarbanes-Oxley Act of 2002, or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953, Vendor certifies at least five years have passed since the date of the conviction. Vendor further certifies that it is not barred from being awarded a contract. 30 ILCS 500/50-10.5.
9. Vendor certifies it is not barred from having a contract with the State based upon violating prohibitions related to submitting/writing specifications or providing assistance to an employee of the State of Illinois by reviewing, drafting, directing or preparing any invitation for bid, request for proposal, or request for information or similar assistance (except as part of a public request for such information. 30 ILCS 500/50-10.5(e).
10. Vendor certifies that it and its affiliates are not delinquent in the payment of any debt to the University or the State (or if delinquent, has entered into a deferred payment plan to pay the debt). 30 ILCS 500/50-11, 50-60.
11. Vendor certifies that it and all affiliates shall collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with provisions of the Illinois Use Tax Act. 30 ILCS 500/50-12.
12. Vendor certifies that it has not been found by a court or the Pollution Control Board to have committed a willful or knowing violation of the Environmental Protection Act within the last five years, and is therefore not barred from being awarded a contract. 30 ILCS 500/50-14.
13. Vendor certifies it has neither paid any money or valuable thing to induce any person to refrain from bidding on a State contract, nor accepted any money or other valuable thing, or acted upon the promise of same, for not bidding on a State contract. 30 ILCS 500/50-25.
14. Vendor certifies it is not in violation of the "Revolving Door" provision of the Illinois Procurement Code. 30 ILCS 500/50-30.
15. Vendor certifies that it has not retained a person or entity to attempt to influence the outcome of a procurement decision for compensation contingent in whole or in part upon the decision or procurement. 30 ILCS 500/50-38.

16. Vendor certifies it will report to the Illinois Attorney General and the Chief Procurement Officer any suspected collusion or other anti-competitive practice among any bidders, Offerors, contractors, proposers, or employees of the State. 30 ILCS 500/50-40, 50-45, 50-50.
17. Vendor certifies steel products used or supplied in the performance of a contract for public works shall be manufactured or produced in the United States, unless the executive head of the procuring University grants an exception in writing. 30 ILCS 565.
18. Drug Free Workplace
 - 18.1 If Vendor employs 25 or more employees and this contract is worth more than \$5,000, Vendor certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act. 30 ILCS 580.
 - 18.2 If Vendor is an individual and this contract is worth more than \$5,000, Vendor certifies it shall not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance during the performance of the contract.
19. Vendor certifies that neither Vendor nor any substantially owned affiliate is participating or shall participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulations of the United States Department of Commerce. 30 ILCS 582.
20. Vendor certifies it has not been convicted of the offense of bid rigging or bid rotating or any similar offense of any state or of the United States. 720 ILCS 5/33 E-3, E-4.
21. Vendor certifies it complies with the Illinois Department of Human Rights Act and rules applicable to public contracts, which include providing equal employment opportunity, refraining from unlawful discrimination, and having written sexual harassment policies. 775 ILCS 5/2-105.
22. Vendor certifies it does not pay dues to or reimburse or subsidize payments by its employees for any dues or fees to any "discriminatory club." 775 ILCS 25/2.
23. Vendor certifies that no foreign-made equipment, materials, or supplies furnished to the University 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.
24. Vendor certifies that no foreign-made equipment, materials, or supplies furnished to the University 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.
25. Vendor certifies, if it owns residential buildings, that any violation of the Lead Poisoning Prevention Act has been mitigated. 410 ILCS 45.
26. **This applies to information technology contracts and is otherwise not applicable.** Vendor certifies that information technology, including electronic information, software, systems and equipment, developed or provided under this contract comply with the applicable requirements of the Illinois Information Technology Accessibility Act Standards as published at (www.dhs.state.il.us/iitaa). 30 ILCS 587.
27. Vendor certifies that if it is awarded a contract through the use of the preference required by the Procurement of Domestic Products Act, then it shall provide products pursuant to the contract or a subcontract that are manufactured in the United States. 30 ILCS 517.
28. Conflict of Interest. Vendor is under no legal prohibition on contracting with the State of Illinois and has no known conflicts of interest. In addition, Vendor has disclosed, if required, on forms provided by the University, and agrees it is under a continuing obligation to disclose to the University, 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.

29. Vendor certifies in relation to Medicare/Medicaid and other federal debarments that neither Vendor 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. Vendor 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. Vendor further 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 Vendor's employees and agents. See the following websites: <https://www.sam.gov/> and <http://www.state.il.us/agency/oig/search.asp>. University will terminate Contract without penalty to University if Vendor becomes excluded during the life of this Contract.
30. Vendor certifies in relation to supply of medical goods and services that such goods and services will be provided in accordance with all applicable legal requirements, including the laws at issue under the Public Law No. 109-171 - Deficit Reduction Act of 2005 (DRA) with respect to the establishment and dissemination of written policies for detecting and preventing waste, fraud and abuse as addressed in the University policies and code of conduct.
31. Vendor certifies that it has read, understands and is in compliance with the registration requirements of the Illinois Elections Code (10 ILCS 5/9-35) and the restrictions on making political contributions and related requirements of the Illinois Procurement Code. 30 ILCS 500/20-160 and 50-37. Vendor will not make a political contribution that will violate these requirements.

In accordance with section 20-160 of the Illinois Procurement Code, Vendor certifies as applicable:

- Vendor is not required to register as a business entity with the State Board of Elections.**
- Vendor is a not-for-profit entity.**
- or**
- Vendor does not have pending and/or current bids/proposals and contracts which in the aggregate exceed \$50,000 annually. (If this solicitation has an estimated annual value of \$50,000 or more, or when vendor's pending and/or current bids/proposals, contracts and orders in the aggregate exceed \$50,000 annually, vendor must register.)**
- Vendor has registered with the State Board of Elections. As a registered business entity, Vendor acknowledges a continuing duty to update the registration as required by the Act. (include a copy of Vendor's registration certificate)**

32. In accordance with 30 ILCS 500/50-36, each bid, Offer, or proposal submitted for a State contract, other than a small purchase defined in Section 20-20 of the Illinois Procurement Code, shall include a disclosure of whether or not the bidder, Offeror, or proposing entity, or any of its corporate parents or subsidiaries, within the 24 months before submission of the bid, Offer, or proposal had business operations that involved contracts with or provision of supplies or services to the Government of Iran, companies in which the

Government of Iran has any direct or indirect equity share, consortiums or projects commissioned by the Government of Iran and:

- 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
- 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.

There are no business operations that must be disclosed to comply with the above cited law.

or

The following business operations are disclosed to comply with the above cited law: _____

33. A person (other than an individual acting as a sole proprietor) must be a duly constituted legal entity and authorized to do business in Illinois prior to submitting a bid or Offer. 30 ILCS 500/20-43. If you do not meet these criteria, then your bid or Offer will be disqualified.

Vendor must make one of the following four certifications by checking the appropriate box. If C or D is checked, then Vendor must attach to this form the requested documentation.

A. Vendor certifies it is an individual acting as a sole proprietor and is therefore not subject to the requirements of section 20-43 of the Procurement Code.

B. Vendor certifies that it is a legal entity, and was authorized to do business in Illinois as of the date for submitting this bid or Offer. The State may require Vendor to provide evidence of compliance before award.

C. Vendor certifies it is a legal entity, and is a foreign corporation performing activities that do not constitute transacting business in Illinois as defined by Illinois Business Corporations Act (805 ILCS 5/13.75). A vendor claiming exemption under the Act must include a detailed explanation of the legal basis for the claim with its bid or Offer and must provide additional detail upon request. If Vendor fails to provide the mandatory documentation with the bid or Offer, or does not provide additional detail upon request within the timeframe specified in said request, then the State may deem the Vendor as being non-responsive or not responsible and may disqualify the Vendor.

D. Vendor certifies it is a legal entity, and is an entity otherwise recognized under Illinois law as eligible for a specific form of exemption similar to those found in the Illinois Business Corporation Act (805 ILCS 5/13.75). A vendor claiming exemption under a specific law must provide a detailed explanation of the legal basis for the claim with its bid or Offer and must

provide additional detail upon request. If Vendor fails to provide the mandatory documentation with the bid or Offer, or does not provide additional detail upon request within the timeframe specified in said request, then the State may deem the Vendor as being non-responsive or not responsible and may disqualify the Vendor.

34. The Vendor (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 Vendor 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.

STANDARD LICENSE AGREEMENT

Exhibit B - Financial Disclosures and Conflicts of Interest

Financial Disclosures and Conflicts of Interest forms (“forms”) must be accurately completed and submitted by the vendor, any parent entity(ies) and any subcontractors. There are nine steps to this form and each must be completed as instructed in the step heading, unless otherwise provided. A bid, offer, or proposal that does not include this form shall be considered non-responsive. The University will consider this form when evaluating the Bid, Offer, or Proposal or awarding the contract.

The requirement of disclosure of financial interests and conflicts of interest is a continuing obligation. If circumstances change and the previously submitted form is no longer accurate, disclosing entities must provide an updated form.

Separate forms are required for the vendor, any parent entity(ies) and any subcontractors.

This disclosure is submitted for (check one):

- Vendor
- Vendor’s Parent Entity(ies) (show 100% ownership)
- Subcontractor(s) >\$50,000
- Subcontractor’s Parent Entity(ies) > \$50,000

Project Name: _____

Procurement Bulletin Reference #: _____

Vendor Name: _____

Doing Business As (DBA): _____

Disclosing Entity Name: _____

Disclosing Entity’s Parent Entity: _____

Subcontractor: _____

Instrument of Ownership or Beneficial Interest (check one):

- Sole Proprietorship
- Corporate Stock (C-Corporation, S-Corporation, Professional Corporation, Service Corporation)
- Limited Liability Company Membership Agreement (Series LLC, Low-Profit Limited Liability Partnership)
- Partnership Agreement (General Partnership, Limited Partnership, Limited Liability Partnership, Limited Liability Limited Partnership)
- Not-for-Profit
- Trust Agreement (Beneficiary)
- Other

If you selected Other, please describe: _____.

Step 1

Supporting Documentation Submittal

All vendors complete regardless of annual bid, offer, or contract value
Subcontractors with subcontract annual value of more than \$50,000 must complete

You must select one of the six options below and select the documentation you are submitting. You must provide the documentation the applicable section requires with this form.

Option 1 – Publicly Traded Entities

- 1.A. Complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% (\$106,447.20) of the annual salary of the Governor.
OR
- 1.B. Attach a copy of the Federal 10-K, and skip to Step 3.

Option 2 – Privately Held Entities with more than 200 Shareholders

- 2.A. Complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% (\$106,447.20) of the annual salary of the Governor.
OR
- 2.B. Complete Step 2, Option A each qualifying individual or entity holding any ownership share in excess of 5% and will attach the information Federal 10-K reporting companies are required to report under 17 CFR 229.401.

Option 3 – All other Privately Held Entities, not including Sole Proprietorships

- 3.A. Complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% (\$106,447.20) of the annual salary of the Governor.

Option 4 – Foreign Entities

- 4.A. Complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% (\$106,447.20) of the annual salary of the Governor.
OR
- 4.B. Attach a copy of the Securities Exchange Commission Form 20-F or 40-F, and skip to Step 3.

Option 5 – Not-for-Profit Entities

- Complete Step 2, Option B.

Option 6 – Sole Proprietorships

- Skip to Step 3.

Step 2

Disclosure of Financial Interest or Board of Directors

All vendors, except sole proprietorships, must complete regardless of annual bid, offer, or contract value
Subcontractors with subcontract annual value of more than \$50,000 must complete

Complete either Option A (for all entities other than not-for-profits) or Option B (for not-for-profits). Additional rows may be inserted into the tables or an attachment may be provided if needed.

Option A – Ownership Share and Distributive Income

Ownership Share – If you selected Option 1.A., 2.A., 2.B., 3.A. or 4.A. in Step 1, provide the name and address of each individual or entity and their percentage of ownership if said percentage exceeds 5%, or the dollar value of their ownership if said dollar value exceeds \$106,447.20.

Check here if including an attachment with requested information in a format substantially similar to the format below.

TABLE - X			
Name	Address	% of Ownership	\$ Value of Ownership

Distributive Income – If you selected Option 1.A., 2.A., 3.A., or 4A. in Step 1, provide the name and address of each individual or entity and their percentage of the disclosing vendor’s total distributive income if said percentage exceeds 5% of the total distributive income of the disclosing entity, or the dollar value of their distributive income if said dollar value exceeds \$106,447.20.

Check here if including an attachment with requested information in a format substantially similar to the format below.

TABLE - Y			
Name	Address	% of Distributive Income	\$ Value of Distributive Income

Please certify that the following statements are true.

I have disclosed all individuals or entities that hold an ownership interest of greater than 5% or greater than \$106,447.20. Yes No

I have disclosed all individuals or entities that were entitled to receive distributive income in an amount greater than \$106,447.20 or greater than 5% of the total distributive income of the disclosing entity. Yes No

Option B – Disclosure of Board of Directors (Not-for-Profits)

Name	Address

If you selected Option 5 in Step 1, list members of your board of directors. Please include an attachment if necessary.

Step 3
Disclosure of Lobbyist or Agent
 Complete only if bid, offer, or contract has an annual value over \$25,000
 Subcontractors with subcontract annual value of more than \$50,000 must complete

Yes No. Is your company represented by or do you employ a lobbyist required to register under the Lobbyist Registration Act (lobbyist must be registered pursuant to the Act with the Secretary of State) or other agent who is not identified through Step 2, Option A above and who has communicated, is communicating, or may communicate with any University officer or employee concerning this bid or offer? If yes, please identify each lobbyist and agent, including the name and address below.

If you have a lobbyist that does not meet the criteria, then you do not have to disclose the lobbyist’s information.

Name	Address	Relationship to Disclosing Entity

Describe all costs/fees/compensation/reimbursements related to the assistance provided by each representative lobbyist or other agent to obtain this State/University contract: _____

Step 4
Prohibited Conflicts of Interest
 All vendors must complete regardless of annual bid, offer, or contract value
 Subcontractors with subcontract annual value of more than \$50,000 must complete

Step 4 must be completed for each person disclosed in Step 2, Option A and for sole proprietors identified in Step 1, Option 6 above. Please provide the name of the person for which responses are provided: _____

1. Do you hold or are you the spouse or minor child of any person who holds an elective office in the State of Illinois or hold a seat in the General Assembly? Yes No
2. Have you, your spouse, or minor child been appointed to or employed in any offices or agencies of State government and receive compensation for such employment in excess of 60% (\$106,447.20) of the salary of the Governor? Yes No

3. Are you or are you the spouse or minor child of an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority? Yes No
4. Have you, your spouse, or an immediate family member who lives in your residence currently or who lived in your residence within the last 12 months been appointed as a member of a board, commission, authority, or task force authorized or created by State law or by executive order of the Governor? Yes No
5. If you answered yes to any question in 1-4 above, please answer the following: Do you, your spouse, or minor child receive from the vendor more than 7.5% of the vendor's total distributable income or an amount of distributable income in excess of the salary of the Governor (\$177,412.00)? Yes No
6. If you answered yes to any question in 1-4 above, please answer the following: Is there a combined interest of self with spouse or minor child more than 15% (\$354,824.00) in the aggregate of the vendor's distributable income or an amount of distributable income in excess of two times the salary of the Governor? Yes No

Step 5

Potential Conflicts of Interest Relating to Personal Relationships

Complete only if bid, offer, or contract has an annual value over \$25,000
Subcontractors with subcontract annual value of more than \$50,000 must complete

Step 5 must be completed for each person disclosed in Step 2, Option A and for sole proprietors identified in Step 1, Option 6 above.

Please provide the name of the person for which responses are provided: _____

1. Do you currently have, or in the previous 3 years have you had State employment, including contractual employment of services? Yes No
2. Has your spouse, father, mother, son, or daughter, had State employment, including contractual employment for services, in the previous 2 years? Yes No
3. Do you hold currently or have you held in the previous 3 years elective office of the State of Illinois, the government of the United States, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois? Yes No
4. Do you have a relationship to anyone (spouse, father, mother, son, or daughter) holding elective office currently or in the previous 2 years? Yes No
5. Do you hold or have you held in the previous 3 years any appointive government office of the State of Illinois, the United States of America, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois, which office entitles the holder to compensation in excess of expenses incurred in the discharge of that? Yes No

6. Do you have a relationship to anyone (spouse, father, mother, son, or daughter) holding appointive office currently or in the previous 2 years? Yes No
7. Do you currently have or in the previous 3 years had employment as or by any registered lobbyist of the State government? Yes No
8. Do you currently have or in the previous 2 years had a relationship to anyone (spouse, father, mother, son, or daughter) that is or was a registered lobbyist? Yes No
9. Do you currently have or in the previous 3 years had compensated employment by any registered election or re-election committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections? Yes No
10. Do you currently have or in the previous 2 years had a relationship to anyone (spouse, father, mother, son, or daughter) who is or was a compensated employee of any registered election or reelection committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections? Yes No

Step 6

Explanation of Affirmative Responses

All vendors must complete regardless of annual bid, offer, or contract value
Subcontractors with subcontract annual value of more than \$50,000 must complete

If you answered "Yes" in Step 4 or Step 5, please provide on an additional page a detailed explanation that includes, but is not limited to the name, salary, State agency or university, and position title of each individual.

Step 7

Potential Conflicts of Interest

Relating to Debarment & Legal Proceedings

Complete only if bid, offer, or contract has an annual value over \$25,000
Subcontractors with subcontract annual value of more than \$50,000 must complete

This step must be completed for each person disclosed in Step 2, Option A and Step 3, and for each entity and sole proprietor disclosed in Step 1.

Please provide the name of the person or entity for which responses are provided: _____

1. Within the previous ten years, have you had debarment from contracting with any governmental entity? Yes No
2. Within the previous ten years, have you had any professional licensure discipline? Yes No
3. Within the previous ten years, have you had any bankruptcies? Yes No
4. Within the previous ten years, have you had any adverse civil judgments and administrative findings? Yes No

5. Within the previous ten years, have you had any criminal felony convictions? Yes No

If you answered "Yes", please provide a detailed explanation that includes, but is not limited to the name, State agency or university, and position title of each individual and descriptive information regarding the nature of the debarment and/or legal proceeding.

Step 8
Disclosure of Current and Pending Contracts
Complete only if bid, offer, or contract has an annual value over \$25,000
Subcontractors with subcontract annual value of more than \$50,000 must complete

If you selected Option 1, 2, 3, 4 or 6 in Step 1, do you have any contracts, pending contracts, bids, proposals, or other ongoing procurement relationships with State of Illinois agencies or universities? Yes No

If "Yes", please specify below. Attach an additional page in the same format as provided below, if desired.

Agency/University	Project Title	Status	Value	Contract Reference/P.O./ Bulletin #

Please explain the procurement relationship: _____

Step 9
Sign the Disclosure
All vendors must complete regardless of annual bid, offer, or contract value
Subcontractors with subcontract annual value of more than \$50,000 must complete

This disclosure is signed and made under penalty of perjury by an authorized officer or employee on behalf of the Offeror pursuant to Sections 50-13 and 50-35 of the Illinois Procurement Code. This disclosure information is submitted on behalf of:

Name of Disclosing Entity: _____

Signature: _____ Date: _____

Printed Name: _____

Title: _____

Phone Number: _____

Email Address: _____