Oak Park School District 97 Data Sharing Agreement

1. **Nature of the Transaction.** This Data Sharing Agreement ("Agreement") is entered into between the Oak Park School District 97 ("Customer") and Housing Forward ("Vendor"). The primary purpose of this agreement is to permit the sharing of information related to students and their families to enable referrals for homelessness support and improved housing stability.

2.

3. **Term of Agreement.** This agreement is in effect from July 3, 2017 through June 30, 2018. This agreement can be extended an additional year, through June 30, 2019, at mutual written agreement of both parties

4. **Data to Be Disclosed.** Customer and Vendor to determine the Customer Data, as defined in Section 9, to be disclosed prior to executing this Agreement. Parties shall identify all data to be disclosed on an addendum which shall be incorporated into this Agreement.

5. **Constraints on Use.** Vendor cannot advertise or use, publish, or otherwise make public or disclose any Customer Data or any analysis, results, compilations, or summaries of Customer Data (collectively "Data Summaries"), except as provided herein. All Data Summaries will be shared with "Customer" as it is the owner of the Customer Data as stated in Section 9. Vendor is permitted to use the Customer Data and Data Summaries strictly in providing the Services under this Agreement.

6. **Security.** "Vendor" agrees to employ commercially reasonable security measures that comply with all applicable federal and state laws and regulations regarding data security and privacy for the Customer Data that Vendor shall receive pursuant to this Agreement, including testing of its servers for viruses at reasonable intervals and maintaining backup copies of all content. "Vendor" shall maintain complete and accurate records of these security measures and produce such records to client for purposes of audit upon reasonable prior notice during normal business hours. Except as expressly provided in this Section, neither "Vendor" nor its successors or assigns shall have any liability for the breach of its security measures or the integrity of the Hosting Services, unless caused by the negligence or intentional conduct of "Vendor" or its employees.

7. **Compliance with Applicable Law.** "Vendor" shall comply with all applicable local. county, state and federal laws and regulations, including without limitation those regarding the provision of educational software, copyright, student records, and student confidentiality, the Illinois School Student Records Act and the Family Educational Rights and Privacy Act. "Vendor" shall indemnify and hold Customer harmless for any claims made against Customer for breaches of this Section arising from the negligence of "Vendor".

8. **Family Educational Rights and Privacy Act.** "Vendor" may receive education records from Customer only as an incident of service or training that it is required to provide to Customer pursuant to the terms of this Agreement. In the event Customer provides Personally Identifiable Information ("PII") (including but not limited to personally identifiable student information as defined by applicable state and federal law) to "Vendor", "Vendor" shall be deemed a "contractor" under 34 CFR 99.31(a)(1)(B), and "Vendor" shall fully comply with all requirements of 34 CFR 99.31(a)(1)(B)(1) through (3). "Vendor" acknowledges that PII is the confidential information of Customer and shall not use it for any purpose, commercial or otherwise, except as expressly provided in this Agreement. "Vendor" agrees to abide by the requirements of applicable federal and state law pertaining to the protection and disclosure of PII, and agrees to take all reasonable measures to protect against the unauthorized disclosure of any PII. Except for use and disclosure to their employees and personnel to the extent necessary to fulfill its obligations under the terms of this Agreement, "Vendor" shall not use or further disclose PII. Upon the expiration or termination of this Agreement, "Vendor" agrees to promptly return to Customer any and all PII in "Vendor's possession.

9. **Third Party Equipment and Software.** Unless otherwise indicated in the SOW, "Vendor" will be responsible for the purchase of, and entering into appropriate licensing agreements concerning, any third party equipment and software necessary for the performance of the data management. Ownership and/or licenses for the third party equipment and software shall be in the name of "Vendor". Customer shall not be responsible for the purchase, license, or any other cost of said third party equipment or software. If such equipment or software will be used to store or secure any Customer Data under Section 3, Customer's written pre-approval of such purchases and subcontracting are required before use under this Agreement.

10. **Ownership.** All Customer PII (including but not limited to personally identifiable student information as defined by applicable state and federal law), and other data received by "Vendor" from Customer, including

but not limited to that information disclosed on Addendum A (collectively, "Customer Data") will remain Customer's property, and upon the expiration or termination of this Agreement for any reason, all Customer Data will be returned to Customer or, if Customer is not willing to receive such data within six (6) months after expiration or termination of this Agreement, "Vendor" shall destroy the Customer Data. "Vendor" may use aggregate data from Customer that is not personally identifiable, for marketing purposes only. "Vendor" shall own any and all license rights, intellectual property rights, including copyright, trademark, patent and trade secret rights in and to any software or equipment that it uses in performing its services under this Agreement ("Software"), and this Agreement shall not be construed as a transfer of any right, title or interest in the Software.

11. **Termination.** Customer shall have the right to terminate this Agreement immediately upon written notice to Vendor if Vendor is in material breach of this Agreement. In the event of termination, Sections 4, 5, 6, 7, 9, 12, 13, 14, 17, 19, 20, 21, and 22 shall survive any expiration or termination of this Agreement. Upon expiration or termination, Customer shall cease to use the Customer Data and return Customer Data to "Vendor" along with any proprietary materials provided to Customer in performance of this Agreement. At any time prior to expiration or termination of this Agreement, and also upon expiration or termination of this Agreement, Customer may demand return of the Customer' Data provided to Vendor.

12. **DISCLAIMER OF WARRANTY.** THE LIMITED WARRANTIES SET FORTH HEREIN ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED (INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, STATUTORY OR OTHERWISE). CUSTOMER ACKNOWLEDGES THAT "Vendor" IS NOT THE MANUFACTURER OF THE EQUIPMENT AND EXPRESSLY WAIVES ANY CLAIM AGAINST "Vendor" BASED UPON ANY INFRINGEMENT OR ALLEGED INFRINGEMENT OF ANY PATENT WITH RESPECT TO THE THIRD PARTY EQUIPMENT.

13. **Indemnification.** "Vendor" agrees to indemnify, defend and hold harmless Customer and its board of education, individual board members, officers, directors, administrators, employees, agents, attorneys and assigns, against any third party claims, demands, causes of action, arbitrations, losses, liabilities, damages, and penalties, including reasonable attorneys fees and court costs, to the extent arising from (1) any breach of this Agreement by "Vendor"; or (2) any negligent act or omission of "Vendor" or any of its employees, consultants, subcontractors or suppliers. "Vendor" shall maintain liability insurance sufficient to fulfill its obligations under this Section and shall submit proof of such insurance to Customer upon request. Such insurance may not be changed by "Vendor" in a manner that would lessen the protection provided to Customer during the term of this Agreement without Customer's prior written consent.

14. **Infringement Claim**. "Vendor" warrants that any Software will not infringe any valid United States patent, trademark, or copyright. "Vendor" shall defend, hold harmless, and indemnify Customer from and against any and all claims, actions, and liabilities brought by any third party alleging that the Software infringes upon a trade secret, or a registered patent or copyright in the United States and "Vendor" shall pay all costs and damages arising out of any such claim.

15. **Insurance**. "Vendor" shall procure and maintain through an insurance company or companies licensed to conduct business in Illinois insurance with coverage and limits as specified below, and shall cause Customer's board of education, individual board members, officers, administrators, employees, agents, attorneys, and assigns, to be named as additional insured on these policies by endorsement. All such insurers shall carry a Best Key Guide Rating of A / XV. The commercial general liability and automobile liability policies shall be endorsed to reflect that coverage is primary to and noncontributory with any other insurance available to Customer. The commercial general liability policy shall by endorsement provide contractual liability coverage including the indemnity obligations provided in this agreement. Each such policy shall include by endorsement a requirement of at least 30 days written notice to Customer prior to any termination, cancellation or material amendment to that policy. Upon execution of this agreement and on an annual basis thereafter during the term of this agreement or any extension thereof, "Vendor" shall furnish to Customer certificate(s) of insurance, policies, and endorsements reflecting the required coverages. The type and minimum limits of insurance required are as follows:

Type	Limits
1. Commercial General Liability	

1.	Per Occurrence:	$1,000,000
2.	Aggregate:	$2,000,000
2.	Workers' Compensation:	Statutory Minimum

16. **Viruses.** "Vendor" will run a commercially available virus protection program against the Software prior to delivery to Customer and eliminate any viruses detected in that process.

17. **Damage to Property.** In the event "Vendor" is responsible for damage to or destruction of Customer's physical property (collectively "Damage") in performance under this Agreement "Vendor" shall, at its sole cost, repair or replace such Damage. Such repair or replacement shall return Damage to at least equivalent condition or function of such property immediately before the Damage occurred. In the case where Vendor does not repair or replace Damage within thirty (30) days, or other commercially reasonable timeframe, Customer may set off costs of such Damage against payments due to "Vendor". Where Damage exceeds anticipated payments due to Oak Park School District 97 under this Agreement, "Vendor" shall reimburse Customer for remaining balance within thirty (30) days after demand.

18. **Taxes.** Neither federal excise tax nor State of Illinois Sales Tax applies to Customer. The amounts to be paid to "Vendor" hereunder are inclusive of all other taxes that may be levied, including without limitation sales, use, nonresident, value-added, excise, and similar taxes levied or imposed upon the work. "Vendor" shall be responsible for any taxes levied or imposed upon the income or business privileges of Oak Park School District 97.

19. **Assignment.** This Agreement and the rights and obligations of the parties hereunder may not be assigned or otherwise transferred by either party without prior written consent from the other party, which shall not be unreasonably withheld. Notwithstanding the foregoing, either party may assign this Agreement in its entirety as the result of a sale of all or substantially all of its assets, a merger, reorganization or spin-off, without having to obtain the other party's consent.

20. **Applicable Law.** This Agreement shall be construed under the laws of the State of Illinois, exclusive of its choice of law's provisions. Both parties to this Agreement agree that any lawsuit, claim, arbitration, or mediation to enforce any of the terms and conditions of this Agreement, or any of the services performed pursuant to this Agreement, shall be brought in the Circuit Court of Cook County, and both parties agree that they will consent to the jurisdiction and venue of that court.

21. **Entire Agreement.** This Agreement and the addendum referred to in Paragraph 3 and attached hereto, constitute the entire agreement between the parties and supersede all other prior or present understandings, either verbal or written, regarding the subject matter. This Agreement may only be modified or amended in a writing executed by both parties. Any additional or contrary terms or conditions contained in any purchase order or other document issued by Customer shall be null and void unless expressly agreed to in a written modification or amendment to this Agreement.

22. **Criminal Background Check.** "Vendor" shall conduct, at its own cost and expense, criminal background checks of all of its employees and agents who work on Customer's property. All such background shall be conducted in accordance with Section 10-21.9 of the School Code, 105 ILCS 5/10-21.9. "Vendor" shall not allow anyone to work at Customer's property whose criminal background check reveals items that would prohibit them from working with children under Illinois law or reveals other criminal conduct or inappropriate behavior which reasonably calls into question such individual's fitness to work with children. "Vendor" shall indemnify and hold Customer harmless for any claims made against Customer related to "Vendor's breach of this Section.

23. **Consultants, Subcontractors, and Agents**. Vendor agrees to ensure that any consultant, subcontractor, or agent (collectively "Consultant") that Vendor hires, retains, consults with, or engages to perform any of the Services under this Agreement, agrees to all duties, obligations, restrictions, and conditions that apply to Vendor through this Agreement including but not limited the requirements in Sections 4, 5, 6, 7, 9, 10, 12,

13, 14, 17, 19, 20, and 21 of the Agreement. Vendor shall enter into a written contract with any Consultant reflecting the requirements of this Section 22. Vendor further agrees that the Customer shall be named an intended third party beneficiary of each such contract with respect to the enforcement and enjoyment of the benefits of such terms and conditions. Vendor shall provide any contract required by this section to Customer upon Customer's written request.

_____   _____

Oak Park Elementary School District 97   Housing Forward

_____   _____

Date   Date

Addendum to Data Services Agreement

Pursuant to Section 3 of the Data Services Agreement between the Oak Park School District 97 ("Customer") and the Oak Park Educational Foundation ("Vendor"), Customer shall provide the following information and data to Vendor, which shall hereafter be included as "Customer Data" as that term is defined under Section 9 of the Data Services Agreement:

<div align="center">

Student Name

Grade

School

Parent Name

Parent Contact Information

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