



# City of Chicago



O2020-6229

Office of the City Clerk

## Document Tracking Sheet

**Meeting Date:** 12/16/2020

**Sponsor(s):** Lightfoot (Mayor)

**Type:** Ordinance

**Title:** New agreement with Northwestern University and their third party providers supporting data platform and privacy protocols with Chicago public schools in My Chi My Future program, formerly Chicago City of Learning initiative with focus on out-of-school learning and digital education

**Committee(s) Assignment:** Committee on Education and Child Development

EDU



OFFICE OF THE MAYOR  
CITY OF CHICAGO

LORI E. LIGHTFOOT  
MAYOR

December 16, 2020

TO THE HONORABLE, THE CITY COUNCIL  
OF THE CITY OF CHICAGO

Ladies and Gentlemen:

At the request of the Commissioner of Family and Support Services, I transmit herewith a new agreement with Northwestern University to access platform to support innovative learning opportunities for youth.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

A handwritten signature in cursive script that reads "Lori E. Lightfoot".

Mayor

## ORDINANCE

WHEREAS, the City of Chicago (“City”) is a home rule unit of government as defined in Section 6(a), Article VII of the 1970 Constitution of the State of Illinois and, as such, may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, in 2013, Mayor Emmanuel created the Chicago City of Learning initiative (“CCOL”) to address the opportunity gap in Chicago by providing out-of-school learning opportunities and beneficial digital education programs to youth in Chicago;

WHEREAS, Northwestern University (“NWU”) originally oversaw CCOL and hosted it on a web-based platform (“L3 Platform”) that hosts learner digital portfolios, which contain information, such as learner-identified interests, online activities started or completed, program participation information, and digital badges earned for the development and promotion of ongoing self-directed learning and beneficial digital education programs for youth (the “Digital Youth Network” or “DYN”);

WHEREAS, under Mayor Lightfoot, the City began in 2019 paying fees to NWU of \$125,000 for support of the program and also renamed the program, My CHI. My Future (“MCMF”).

WHEREAS, the operating system that runs MCMF is the L3 Platform hosted by NWU;

WHEREAS, Chicago Public Schools (“CPS”) entered into a contract with NWU for access to the L3 Platform in order to further CPS’s support of innovative learning opportunities for youth (“DYN Agreement”);

WHEREAS, the DYN Agreement is attached hereto as Exhibit 2, which is attached hereto and incorporated herein;

WHEREAS, pursuant to the DYN Agreement, NWU and CPS facilitate the creation and maintenance of individual-level data sets and project data sets, and establish the process and terms for sharing of data for use by NWU staff and CPS for purposes of tracking individual and family participant characteristics, program participation (“MCMF Project”);

WHEREAS, CPS and NWU engage various third parties to provide programming to the MCMF Project (“Partner Organizations”) pursuant to separate partner data sharing agreements;

WHEREAS, pursuant to the DYN Agreement, CPS is required to provide data and required updates of the data to NWU; establish and manage access to the MCMF Project provided to end-users, including obtaining necessary consent; oversee the registering and rostering of end-users involved in CPS programs directly into the L3 Platform using

agreed-upon data; warrant the data disclosed by CPS complies with all applicable law; and include specific NWU terms on the MCMF Project website;

WHEREAS, the City and NWU desire to enter into a contract on substantially similar terms, to the extent applicable, as reflected in the DYN Agreement, with the Commissioner of the Department of Family & Support Services (“DFSS”) being signatory on the part of the City;

WHEREAS, further to effectuate the forgoing, DFSS must accept transfer of data sets from CPS;

WHEREAS, historically the City has paid from corporate funds \$125,000.00 annual fee for CPS’s access to the L3 Platform;

WHEREAS, the City will continue to pay the \$125,000 for the Initial Term;

NOW THEREFORE, be it ordained by the City Council of the City of Chicago:

1. **Incorporation of Recitals.** The recitals to this Ordinance are incorporated herein.
2. **Authorization of Agreement with NWU Operator; Agreement(s) with CPS and Partner Third Parties.** The Commissioner of DFSS is authorized to negotiate and enter into an agreement with the NWU, (i) on substantially the terms as set forth on Exhibit 1, which is attached hereto and incorporated herein (“Agreement Term Sheet”), with such changes and additional terms as are approved by the Commissioner, and (ii) consistent with, to the extent applicable, the terms of the DYN Agreement in Exhibit 2, with such changes and additional terms as are approved by the Commissioner.
3. **Effective Date.** This Ordinance shall be effective upon passage and approval.

EXHIBIT 1

EXHIBIT 2

## **EXHIBIT 1: AGREEMENT TERM SHEET**

**Parties:** City of Chicago, through Department of Family & Support Services (“DFSS”) and Northwestern University (“NWU”)

**Type of Agreement:** Services Agreement

**Term:** Initial Term: 1 Year January 2021-December 2021. City has option to extend, in its discretion, on same terms and conditions, for additional years, subject to funding.

**Source of Funding:** City of Chicago Corporate Funds.

**Total Not to Exceed Amount for Initial Term:** \$125,000.00

**Services:**

### **DFSS Responsibilities**

1. Provide youth Enrichment program data sets to NWU.
2. Use best efforts to provide any updates to the youth Enrichment program data sets in a consistent, agreed-upon record and file format.
3. Must establish and manage access to the My CHI. My Future Project (“MCMF”) provided to end-users, including obtaining consent from the end-users or their parents.
4. Approve or incorporate terms of use and privacy policy into the public-facing Website.
5. Own youth Enrichment program data sets, and if necessary, grant to NWU a license to use and share the youth Enrichment program data sets.
6. Manage all MCMF relationships and convenings inclusive of external partnership with key stakeholders; community-based organizations, City Departments and Sister Agencies.
7. Lead initiative and implementation of City-wide, community ecosystem and pathway strategies.
8. Manage budget and accounts payable.
9. Manage web platform updates and programmatic data from City Departments, Sister Agencies and external partners.

10. Coordinate with Mayor's Office on youth-serving initiatives.
11. Ensure DFSS Youth delegate agency program data is represented on MCMF platform.
12. Co-plan and facilitate meetings with City Departments and Sister Agencies (aka First Fridays).
13. Maintain data sharing protocols with NWU.
14. Work with Partner Organizations to provide additional data necessary for fundraising.

### **NWU Responsibilities**

1. Provide the L3 Platform and public-facing Website.
2. Share draft reports analyzing MCMF Project data.
3. Provide standard reports regarding learner activity and the broader learning ecosystem.
4. Support existing collaborations and engage in discussions about supporting new City initiatives and research efforts.
5. Must broker relationships with Partner Organizations.
6. Prohibited from conducting research under the Agreement without prior approval of DFSS via a Task Order describing the nature and goals of the research project.
7. Own Platform Functionality Data and may retain, use, and disclose Platform Functionality Data for any legitimate purpose and is not required to share the Platform Functionality Data under the Agreement.
8. Must provide access to the youth Enrichment program data sets within 30 days after termination of the Agreement but NWU may retain a copy of the youth Enrichment program data sets for any purpose permitted under the Agreement as long as the data is protected.
9. Each Party owns its own Work Product, and NWU grants the City a license to use its Work Product.



**Other Important Provisions:**

Terms to include City required provisions, including Insurance and EDS.

To the extent permitted under the law, NWU agrees to protect, defend, indemnify, and hold the City, its officers, officials, and employees free and harmless from and against any and all liabilities, losses, damages, settlements, penalties, charges, or other expenses or liabilities of every kind only to the extent due or arising from NWU's unauthorized use, disclosure, access or handling of the City's confidential information, including youth Enrichment program data sets. NWU's indemnity obligations shall not apply to claims to the extent they arise from the negligence or willful misconduct of the City.

Both Parties will comply with all applicable laws, statutes, regulations, and City policies.

Each Party will be responsible for its own acts or omissions. Neither Party will be liable to the other Party for lost profits, failure to realize expected savings, or for any indirect, special or consequential damages related to the Agreement. Each Party's aggregate liability to the other Party under the Agreement will not exceed \$100.00.

City Data protection and data confidentiality requirements.

**COLLABORATION AND DATA SHARING AGREEMENT**

THIS COLLABORATION AND DATA SHARING AGREEMENT ("**Agreement**"), effective as of the date last signed by the Parties below ("**Effective Date**"), is entered into by and between the Board of Education of the City of Chicago, commonly known as Chicago Public Schools, a body politic and corporate, having offices at 42 W Madison St, Chicago, Illinois ("**CPS**" or "**Board**"), and Northwestern University, an Illinois not-for-profit corporation ("**Northwestern**") (each a "**Party**" and collectively referred to herein as the "**Parties**").

WHEREAS, Northwestern's Digital Youth Network ("**DYN**") develops and promotes ongoing self-directed learning and beneficial digital education programs for youth with the financial support of the National Science Foundation ("**NSF**");

WHEREAS, CPS supports innovative learning opportunities for youth and wishes to engage Northwestern through DYN to provide learning and beneficial digital education programs to youth in Chicago ("**CCOL Project**");

WHEREAS, Northwestern and CPS wish to collaborate on the CCOL Project, and want to include other organizations and agencies in and around the City of Chicago that wish to participate in the CCOL Project as more fully defined in this Agreement ("**Partner Organizations**") and enter into a data sharing agreement with Northwestern and CPS ("**Partner Data Sharing Agreement**");

WHEREAS, the Parties wish to facilitate the creation and maintenance of individual-level data sets and project data sets by Northwestern, and the establish the process and terms for sharing of data for use by Northwestern staff and approved partners, CPS, and contracted Partner Organizations for purposes of tracking individual and family participant characteristics, program participation, and outcomes.

NOW THEREFORE, in consideration of the promises contained herein, the Parties agree as follows:

**1. Services; Obligations; Third Parties.**

1.1 Northwestern Obligations. Northwestern agrees to (i) provide CPS with the work detailed in Exhibit A to this Agreement ("**Services**"); (ii) share draft reports analyzing CCOL Project data in advance of release; (iii) and broker relationships with Partner Organizations.

1.2 CPS Obligations. As part of the CCOL Project collaboration, CPS shall: (i) establish and manage the access to the CCOL Project provided to CPS students ("End-Users"), including, where required by law, obtaining consent from End-Users or their parent(s)/guardian(s) for the data processing and sharing activities contemplated under this Agreement; (ii) oversee the registering and rostering of all End-Users involved in CPS's programs directly into the CCOL Platform using agreed-upon data.

1.3 Third Party Providers. Northwestern may provide any and all Services to CPS via third party subcontractors of Northwestern who will be obligated to follow the terms of this Agreement as it pertains to their respective services. Partner Organizations are not included with the term third party subcontractors as used in this Section.

**2. Data Types; Data Management and Security; Data Sharing and Use.**

2.1 CCOL Project Data Types.

2.1.1 CPS Data Set. "**CPS Data Set**" shall include: (i) data shared by CPS with Northwestern through the CCOL Platform in connection with the CCOL Project and the registering of End-Users, including the records and data elements specifically identified in Exhibit B; (ii) data made accessible to CPS by End-Users through the CCOL Platform relating to End-Users' participation in

the CCOL Project through Partner Organizations (*i.e.*, all Partner Data Sets (as defined below)); and (iii) badge data associated with CCOL Project programs offered by CPS. Northwestern and CPS shall mutually decide on the specific record and file formats of the CPS Data Set. CPS agrees to make its best efforts to provide any updates to the CPS Data Set in a consistent, agreed-upon record and file format.

2.1.2 Partner Data Set. "**Partner Data Set**" shall include: (i) data shared by a Partner Organization with Northwestern and CPS through the CCOL Platform in connection with the CCOL Project and the registering of End-Users, including the data elements specifically identified in Exhibit B; (ii) data made accessible to a Partner Organization by End-Users through the CCOL Platform relating to End-Users' participation in CCOL Project programs associated with the Partner Organization; and (iii) badge data associated with CCOL Project programs offered by a Partner Organization.

2.1.3 End-User-Provided Data. "**End-User-Provided Data**" shall include data provided directly to Northwestern by an End-User when an End-User self-registers in the CCOL Project through the Project Website.

2.1.4 Platform Functionality Data. In connection with the provision of the Services, Northwestern shall collect and maintain certain data automatically generated through End-Users' use of the CCOL Platform and Project Website, including data relating to the functionality of the CCOL Platform and Project Website, End-User interaction with the CCOL Platform and Project Website, and other data relating to the operation and use of the CCOL Platform and Project Website ("**Platform Functionality Data**"). Platform Functionality Data shall not contain any identifiable student data as is defined below. Northwestern may retain, use and disclose Platform Functionality Data for any legitimate business purposes and it is not required to share or otherwise disclose Platform Functionality Data under the Agreement.

## 2.2 Adding to CPS and Partner Data Sets.

2.2.1 Adding to CPS Data Set. Subject to applicable law, and provided there is mutual agreement of the Parties, content of the CPS Data Set may also include other records and data elements mutually agreed upon by the Parties to be necessary and appropriate for the proper execution of this Agreement or relevant Partner Data Sharing Agreements.

2.2.2 Adding to Partner Data Sets. Subject to applicable law, and provided there is mutual agreement by and among the Parties and the relevant Partner Organizations, content of Partner Data Sets may also include other records and data elements mutually agreed upon by and among the Parties and relevant Partner Organizations to be necessary and appropriate for the proper execution of this Agreement or relevant Partner Data Sharing Agreements.

2.3 Timing and Frequency of Updates. CPS agrees to provide data to Northwestern as specified in Exhibit B, with specific timing of updates to be mutually determined between designated representatives of CPS and Northwestern.

## 2.4 Data Sharing.

2.4.1 Sharing CPS Data Set. Northwestern agrees that CPS will release and update the CPS Data Set upon the condition that the CPS Data Set shall not be disclosed, released, revealed, showed, sold, rented, leased, or loaned to any person or organization except as follows:

2.4.1.1 Where CPS registers End-Users in the CCOL Project and End-Users link their accounts to CCOL Project programs offered by one or more of the Partner Organizations that enter into a Partner Data Sharing Agreement, Northwestern may share the data elements specifically identified in Exhibit C with the respective linked Partner Organizations, as well as any badge-related data associated with the linked CCOL Project programs;

2.4.1.2 Northwestern may share the CPS Data Set with Northwestern staff for purposes of performance of its obligations under this Agreement;

2.4.1.3 Northwestern may share the CPS Data Set as: (i) authorized in writing in advance by CPS; and (ii) required by law with notice to CPS in accordance with the terms of this Agreement.

2.4.2 Conditions for Sharing CPS Data Set. Northwestern may only reveal or otherwise disclose data as permitted under this Agreement where: (i) role-based access control is assigned by the receiving party; and (ii) if the disclosure is made pursuant to Section 2.4.1 (Partner Organizations, employees, and subcontractors), the party or parties receiving the data agree in writing to comply with the data use and confidentiality restrictions within this Agreement.

## 2.5 Data Use; Access.

2.5.1 Authorized Uses of Data. All data collected and shared under this Agreement and related Partner Data Sharing Agreements shall be used for the following purposes only:

2.5.1.1 Inclusion in the Northwestern CCOL Platform and Project Website to coordinate, manage, track, and report on the services provided by Northwestern and the impact of the CCOL Project

2.5.1.2 Reporting aggregate data for purpose of evaluating CPS initiatives and activities for the educational benefit of CPS.

2.5.1.3 Reporting aggregate data to CCOL Partner Organizations about participation while protecting individual identities by not reporting data for groups less than 10 individuals.

2.5.1.4 Conducting evaluation and reporting data for internal audiences for CPS.

2.5.1.5 No research may be conducted through this Agreement. Any Northwestern research that will be conducted with CPS data from the CCOL platform will be done only under the terms of the Master Research Services Agreement between the Parties with an Effective Date of September 22<sup>nd</sup>, 2016. .

2.5.2 Limitations on Access. Access to CCOL Project data, including the CPS Data Set and Partner Data Sets shall be limited to the minimum number of individuals necessary to achieve the purposes stated in this Agreement and to those individuals on a need- to-know basis only. Any third parties authorized to receive personally identifiable or individual- level CCOL Project data ("**Data Recipients**") shall agree in writing to comply with the use and confidentiality restrictions within this Agreement (the party initiating and/or requesting that data be shared is responsible for obtaining the required written agreement ) with prior notice and agreement from CPS. Notwithstanding these exceptions, the Parties understand and agree that they will not, under any circumstances, disclose personally identifiable or individual-level CCOL Project data to any other party unless otherwise permitted under this Agreement.

2.5.3 Access to Data Upon Termination; Termination. Northwestern agrees that it will provide CPS with access to the CPS Data Set upon reasonable request during the term of this Agreement and for a period of thirty (30) days after the termination of this Agreement. Northwestern will transfer or make available the CPS Data Set to CPS within thirty (30) days after the termination of the Agreement. Northwestern may keep and use a copy of the CPS Data Set for any purposes permitted under this Agreement, but only if such CPS Data Set is protected in accordance with the terms of this Agreement.

## 2.6 Data Security.

2.6.1 Data Security. The Parties agree to comply with all applicable laws, regulations, and other legal requirements protecting an individual's privacy with respect to the

processing of personal information. The Parties shall implement and maintain reasonable technical, physical, administrative, and organizational safeguards designed to protect the confidentiality, security, and integrity of personal data subject to this Agreement, including measures aimed at protecting said data against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access, and against all other unlawful forms of processing.

2.6.2 Security Incidents. Northwestern shall: (i) notify CPS promptly of any material unauthorized possession, disclosure, use or knowledge, or attempt thereof, of identifiable personal data received from CPS or its End Users that may become known to Northwestern; (ii) promptly furnish to CPS details of the unauthorized possession, disclosure, use or knowledge, or attempt thereof, and use reasonable efforts to assist CPS in investigating or preventing the recurrence of any unauthorized possession, use or knowledge, or attempt thereof, of CPS's data; (iii) use reasonable efforts to cooperate with CPS in any litigation and investigation against third parties deemed necessary by CPS to protect its proprietary rights; and (iv) promptly use reasonable efforts to prevent a recurrence of any such unauthorized possession, disclosure, use or knowledge of CPS's data.

**3. Confidential Information.** Confidential Information refers to any confidential or proprietary information which is transferred from one party to the other under this Agreement. Confidential Information is generally information that is not generally known to others and includes CPS Data Set, End-User-Provided Data, Platform Functionality Data, Student Data (as defined below), technical data, technical specifications or capacities, software, ideas, budget figures, operational details, and unpublished school information. Confidential Information shall not include information which (a) is known or open to the public or otherwise in the public domain at the time of disclosure; (b) becomes part of the public domain after disclosure by any means except through breach of this Agreement by the recipient; (c) is already known to the recipient at the time of disclosure; (d) is obtained by the recipient from a third party who has a lawful right to disclose it; (e) is independently developed by recipient without use of disclosing party's Confidential Information as evidenced by recipient's written records; or (f) is disclosed by a third party not under any known obligation of confidentiality. For the avoidance of doubt any Data Set shared under this Agreement shall be considered Confidential, except for sharing as provided herein.

3.1 Use of Confidential Information: The Parties shall only use the other Party's Confidential Information for the sole purpose of performing its respective obligations under this Agreement. The Parties shall not disclose Confidential Information except to those of its officers, agents, employees and subcontractors who have a need to access the Confidential Information for the performance of the obligations set forth in this Agreement. The Parties shall use at least the same standard of care in the protection of Confidential Information as the Party uses to protect its own confidential information, but in any event, such Confidential Information shall be protected in at least a commercially reasonable manner. Notwithstanding the foregoing, it is understood and agreed that such protection of Confidential Information may be subject to the special requirements of FERPA and ISSRA as defined in the Compliance with Laws Section.

3.2 Transmission and Storage of Personally Identifiable Confidential Information: When transmitting and storing Confidential Information that is personally identifiable ("Personally Identifiable Confidential Information"), the Parties shall follow at least the follow security measures:

3.2.1 The Parties shall use industry standard security protocols and mechanisms to protect the exchange and transmission of Personally Identifiable Confidential Information. This will include but is not limited to not sending or storing Personally Identifiable Confidential Information on portable and removable electronic media such as mobile devices and flash drives, unless such Personally Identifiable Confidential Information is encrypted with a key of 256 bits or greater and the portable device is enabled with a screen lock or otherwise password protected.

3.2.2 Any systems where Personally Identifiable Confidential Information may be stored shall be secured using adequate measures to prevent unauthorized access to that information, including but not limited to policies, procedures, and technical elements related to data access controls.

3.2.3 Servers where Personally Identifiable Confidential Information is stored or backed up shall be located only within the continental United States. The Parties' network shall have an in-line intrusion prevention system that inspects incoming data transmissions. The Parties shall have a documented disaster recovery plan for the electronic systems where Personally Identifiable Confidential

Information may be stored. Data stored in cloud-based systems must be protected in the same manner as local data as described throughout this Agreement.

3.3 Dissemination of Confidential Information: Other than as may be required for the performance in accordance with the terms of this Agreement, the Parties shall not disseminate any Confidential Information to a third party without the prior written consent of the authorized individual on behalf of the Party whose Confidential Information is at issue. If a Party is presented with a request for documents by any administrative agency or with a *subpoena duces tecum* regarding the other Party's Confidential Information, the Party receiving the request shall immediately give notice to the Party whose Confidential Information is at issue with the understanding that the owning Party shall have the opportunity to contest such process by any means available to it prior to submission of any documents to a court or other third party. The Party receiving the request shall not be obligated to withhold delivery of the documents beyond the time ordered by a court of law or administrative agency, unless the request for production or subpoena is quashed or withdrawn, or the time to produce is otherwise extended.

3.4 Additional Obligations Regarding Student Data: In addition to the above-stated obligations for the treatment and handling of Confidential Information, Northwestern shall abide by the following obligations with regards to any Student Data it may receive, store, transmit, handle or otherwise have access to pursuant to this Agreement:

3.4.1 Marketing and Advertising. Northwestern shall not advertise or market to students or their parents/legal guardians when the advertising is based upon any Student Data that Northwestern has acquired because of the use of that Northwestern's Services or the use of the Website, provided that the forgoing does not limit Northwestern's ability to recommend programs and activities in its database using knowledge of student home and school locations and prior program history. Advertising or marketing may be directed to a school or Board only if the student information underlying the marketing and/or advertising is properly de-identified.

3.4.2 Student Data Mining. Northwestern is prohibited from mining Student Data for any purposes other than those agreed to by the Parties. Student Data mining or scanning of user content for the purpose of advertising or marketing to students or their parents is prohibited.

3.4.3 Rights and License in and to Student Data. Parties agree that all rights, including all intellectual property rights, associated with such Student Data shall remain the exclusive property of the Board. Nothing in this Agreement is meant and nothing shall be interpreted to mean that the Board releases any ownership or control of Student Data during the performance of the Services under this Agreement. Student Data shall remain under the control of the Board throughout the Term of this Agreement, including any Renewal Terms. Northwestern has a limited, nonexclusive license to the use of Student Data solely for the purpose of performing its obligations as outlined under the Agreement. This Agreement does not give Northwestern any rights, implied or otherwise, to Student Data, content, or intellectual property, except as expressly stated in the Agreement. Northwestern does not have the right to sell or trade Student Data.

3.4.4 Sale of Student Data. Northwestern is prohibited from selling, trading, or otherwise transferring Student Data to any third parties, except with the express written prior consent of the authorized Board representative and written approval of the Board's General Counsel. This prohibition does not apply to the purchase, merger, or other type of acquisition of Northwestern by another entity approved by the Board in accordance with the Assignment Section of this Agreement, provided that Northwestern or successor entity continues to be subject to the provisions of this Agreement with respect to previously acquired Student Data.

4. Partner Data Sharing Agreements. Northwestern and CPS shall enter into Partner Data Sharing Agreements with all relevant Partner Organizations when Partner Organizations register with the CCOL Project. Only Partner Organizations that enter into a Partner Data Sharing Agreement with Northwestern and CPS can participate in the CCOL Project.

5. End-User Review; Consent. CPS represents and warrants that all data disclosed by CPS under this Agreement, including data relating to End-Users, is done so in compliance with all applicable laws, policies and procedures, including but not limited to: (i) laws relating to online privacy; (ii) laws relating to the protection and privacy of individuals' data, student records, medical records, mental health records, and financial records, including but not limited to the Family Educational Rights and Privacy Act ("FERPA"), as applicable; and

(ii) the applicable CCOL Project website terms of use and privacy policy. Where the consent of End-Users is necessary to use and share data as described in this Agreement, CPS agrees that: (i) it will obtain the appropriate consent from End-Users or their parent(s)/guardian(s) before disclosing End-User data to Northwestern; and (ii) that End-User consent shall in no way restrict Northwestern's ability to use or share data as described in this Agreement. Northwestern agrees to fully cooperate with CPS in the event that an adult End-User or the parent/guardian of a child End-User under 18 years old requests the opportunity to review his/her personally identifiable information disclosed to Northwestern by CPS or wishes to revoke his/her consent to data sharing with Northwestern. Northwestern also agrees to notify CPS in the event Northwestern obtains written consent for data sharing with Northwestern, a revocation of consent to share data with Northwestern, or a request to review personally identifiable information stored by Northwestern from an adult End-User or parent/guardian of a child End-User under 18 years old.

**6. Terms of Use and Privacy Policy.** CPS shall incorporate the terms of use and privacy policy contained in Exhibit D into the Project Website without modification.

**7. Term; Termination.**

7.1 Initial Term; Renewals. The initial term of this Agreement shall commence on the Effective Date and continue to August 31, 2020 (the "Term"). After the Term, the Parties may mutually agree in writing to renew the Agreement for additional one-year terms (each a "Renewal Term").

7.2 Termination. Either Party may terminate this Agreement for convenience by giving the other thirty (30) days' written notice of termination. If either Party breaches a material obligation under this Agreement, and such breach is not cured within thirty (30) days after such Party's receipt of written notice of the breach, the Party not in breach may immediately terminate the Agreement.

**8. Independent Contractor.** The relationship between Northwestern and CPS shall, at all times, be that of an independent contractor. It is further understood that neither Party is, nor shall be considered to be, an agent, partner, joint-venturer, or employee of the other.

**9. Intellectual Property Rights; Ownership.**

9.1 Intellectual Property Rights. Each Party agrees that, except as expressly agreed among the Parties in writing or pursuant to the licenses provided under this Agreement it receives no right, title, or interest in, or any license or right to use, the other Party's confidential information, copyright, trade secret, trademark, patent or other intellectual property rights by implication or otherwise.

9.2 Data Ownership; Licensing. As between the Parties: (i) CPS shall own the CPS Data Set, the Partner Data Set and the End-User-Provided Data; and (ii) Northwestern shall own the Platform Functionality Data. CPS hereby grants to Northwestern a perpetual, royalty-free, world-wide, irrevocable, transferrable, sub-licensable license to use and share the CPS Data Set, the Partner Data Sets and the End-User-Provided Data for the purposes identified in this Agreement.

9.3 Ownership of Work Product. As between the Parties, Northwestern and/or its faculty shall own all right, title and interest in and to any Work Product produced by it under this Agreement or used by it to provide Services under this Agreement. "**Work Product**" means all deliverables, including all training materials, documentation, reports, recordings, pictorial reproductions, drawings, film, video recordings, curricula and rubrics. Northwestern grants CPS a non-exclusive, non-transferable, perpetual, irrevocable, royalty-free, paid-up license to use the Work Product. Any such use of the licensed Work Product shall include appropriate acknowledgement of Northwestern as determined by mutual agreement by the Parties. CPS shall own all right, title and interest in and to any Work Product produced by it under this Agreement.

**10. Indemnification.** To the extent permitted under the law, Northwestern agrees to protect, defend, indemnify, keep, save, and hold the Board, its officers, officials, employees, agents, free and harmless from and against any and all liabilities, losses, penalties, damages, settlements, costs, charges, professional fees (including reasonable attorneys' fees) or other expenses or liabilities of every kind, nature, and character, including but not limited to, expenses of enforcement of this indemnification term, arising out of any and all claims, liens, demands, obligations, actions, suits, judgments or settlements, proceedings or causes of action of every kind, nature, and character (collectively "Claims") only to the extent due or arising from Northwestern's unauthorized use, disclosure, access, or handling of CPS's Confidential Information. Notwithstanding the foregoing, Northwestern's obligations under this Section 10 shall not apply to any and all Claims to the extent they arise from the negligence or willful misconduct of CPS.

**11. Limitation of Liability.** Except as specifically set forth herein, no party makes any warranties to the other regarding its performance or any services, data, or products provided hereunder, whether express, implied or otherwise, and the parties expressly disclaim any implied warranties of fitness for a particular purpose, title, non-infringement and merchantability. In no event shall a party be liable to the other for lost profits, failure to realize expected savings or for any indirect, special or consequential damages arising out of or in connection with this agreement, even if advised of the possibility thereof. In no event shall the aggregate liability under this agreement of any party to the other exceed one hundred United States dollars (\$100.00).

**12. Liability.** Each Party shall be responsible for its own acts or omissions and the acts or omissions of its personnel, employees or affiliates.

**13. Compliance with Policies, Procedures and Laws.** Each Party will comply with all applicable laws, policies and procedures regarding its obligations hereunder, including but not limited to: (i) laws relating to online privacy; (ii) laws relating to the protection and privacy of individuals' data, student records, medical records, mental health records, and financial records, including but not limited to FERPA, as applicable; and (iii) the Project Website terms of use and privacy policy. In addition, both Parties acknowledge that no export controlled or otherwise sensitive information will be shared in the course of this Agreement. In the event that export controlled information is required the providing party will so inform the receiving party in writing, prior to any such disclosure, and shall not forward or provide any export controlled information without the express written permission of the receiving party.

**14. Assignment.** Neither Party may assign any right or obligation in this Agreement without the written consent of the other Party.

**15. No Waiver.** No failure or delay by either Party in exercising any right, power or remedy will operate as a waiver of such right, power or remedy, and no waiver will be effective unless it is in writing and signed by the Party to be charged thereby.

**16. Severability.** If a court of competent jurisdiction holds any part, term or provision of this Agreement to be illegal or invalid (in whole or in part), the validity of the remaining Agreement provisions shall not be affected, and the Parties' rights and obligations shall be construed and enforced as if the Agreement did not have the particular provision held to be illegal or invalid.

**17. Notice.** Unless otherwise expressly provided herein, any notice or other communication required or given shall be in writing and shall be effective for any purpose if served, with delivery or postage costs prepaid, by nationally recognized commercial overnight delivery service or by registered or certified mail, return receipt requested, to the following addresses:



To Northwestern  
1801 Maple Avenue  
Suite 2410  
Evanston, IL, 60208  
Attn. Director, OSR

To Board of Education of City of Chicago:  
Board of Education of City of Chicago  
42 W Madison St  
Chicago, IL 60602  
Attn: Chief Education Officer

With a copy to:

Board of Education of City of Chicago  
Law Department  
1 North Dearborn, 9<sup>th</sup> Floor  
Chicago, Illinois 60602  
Attention: General Counsel

**18. Legal Authority.** The Parties represent and warrant that they have the legal authority to enter into this Agreement and that they have taken all actions required by their procedures, bylaws, and/or applicable law to exercise authority, and to lawfully authorize their undersigned signatories to execute this Agreement and to bind the Parties to its terms.

**19. Conflict of Interest.** This Agreement is not legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3, which restricts the employment of, or the letting of contracts to, former Board members within one year following expiration or termination of their office.

**20. Ethics.** No officer, agent, or employee of the Board is or shall be employed by Northwestern or has or shall have a financial interest, directly or indirectly, in this Agreement or the compensation to be paid hereunder except as may be permitted in writing by the Board's Code of Ethics adopted May 25, 2011 (11-0525-PO2), as amended, which policy is incorporated by reference into and made a part of this Agreement as if fully set forth herein.

**21. Inspector General.** Each party to this Agreement acknowledges that in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Board of Education of City of Chicago has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

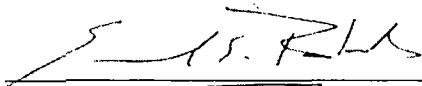
**22. Governing Law.** This Agreement is governed by and shall be construed in accordance with the laws of the State of Illinois. Both Parties agree that any state or federal court within Cook County, Illinois shall have exclusive jurisdiction over any action or proceeding relating to or arising under this Agreement.

**23. Modification; Final Agreement.** No revision or modification hereof shall be effective unless it is in writing and signed by both Parties. This Agreement, as well as the attached Exhibits, constitute the entire and complete agreement between Northwestern and CPS with respect to the subject engagement and supersede all other oral and written representation, understanding or agreements relating to the subject engagement. In the event of any conflict between the terms of this Agreement and the Exhibits, the terms of the Agreement shall control.

24. **Recognition on Project Website.** CPS shall list "Northwestern University" along with other partners and sponsors on its Project Website.

REST OF PAGE INTENTIONALLY BLANK

**For Northwestern University:**

  
\_\_\_\_\_  
Signature

Name: Emmanuel S. Robert

Title: Sr. Contract and Grant Officer

Date of Signature: 12/10/2019

**For Board of Education of City of Chicago:**

\_\_\_\_\_  
Signature:

Name: LaTanya D. McDade

Title: Chief Education Officer

Date of Signature:

Approved as to legal form:

\_\_\_\_\_  
Joseph T. Moriarty  
General Counsel

## **EXHIBIT A**

### **Scope of Work**

#### **Statement of Purpose**

The purpose of this Scope of Work is to identify the roles, relationships, and deliverables associated with the partnership between Northwestern University OCEP and Board of Education of City of Chicago, commonly known as Chicago Public Schools (CPS) with relation to implementation of the Chicago City of Learning initiative (CCOL).

#### **Background**

In 2013, Mayor Emmanuel created the Chicago City of Learning initiative to address the opportunity gap in Chicago by a) making out-of-school learning opportunities more visible to youth and caring adults, b) connecting youth to interest-based learning opportunities, and c) enabling youth to document learning experiences using digital portfolios.

A prior data-sharing agreement enabled students to activate their CCOL digital portfolios using their CPS email address and/or student identification number. Currently, approximately 100,000 CPS students have activated their CCOL digital portfolios.

Over the course of the initiative, CPS and CCOL staff have collaborated to raise awareness of CCOL and leverage its capacities to support learners and learning. To that end, CCOL staff have worked with teams from Teaching and Learning (with Shawn Jackson), Personalized Learning (with Kevin Connors), the Office of College and Career Readiness (with Alan Mather), CS4ALL (with Brenda Wilkerson and Lucia Dettori), and Family and Community Engagement (with Herald Johnson). Collaborations have included supporting student engagement in Month of Code through online activities provided through the CCOL platform, parent engagement in Parent University experiences through online activities and badging, and thought partner support for the competency-based learning pilot project.

The current Scope of Work focuses on the roles and responsibilities involved in maintaining basic operations of CCOL through the partnership between CPS and OCEP.

#### **Glossary of Terms:**

CCOL	Chicago City of Learning - a city-wide initiative designed to enable youth to connect to and document interest-based out-of-school learning opportunities
CPS	Chicago Public Schools
Informal Learning Ecosystem	The assets in Chicago that exist outside of formal educational institutions and that can be brought to bear to support youth learning, interest and talent development, and college and career preparation
L <sup>3</sup> Platform	The L <sup>3</sup> platform is the operating system that runs CCOL. The web-based platform contains a program database that is searchable online. It also hosts learner digital portfolios, which contain learner-identified interests, online activities started or completed by the learner, information on programs the Learner has participated in, and any digital badges that the learner has earned. Aggregate program, learner, and participation data has been used to better understand the learning ecosystem, in terms of type, location, and availability of learning opportunities, learner interests by community, and a host of other ecosystem characteristics.
OCEP	Northwestern Office of Community Education Partnerships - a division of Northwestern University's School of Education and Social Policy that bridges research, practice, and service through authentic partnership with community stakeholders

SESP Northwestern School of Education and Social Policy

Student Data Herein, "student data" refers to student directory information for CPS students, including, but not limited to, first/last name, home address, email address, race, gender, student identification number, date of birth, grade level, parent email address, and parent phone number.

### Goals

The goals of the collaborative implementation of the Chicago City of Learning initiative include the following:

1. Enable CPS students to create and manage digital portfolios on the CCOL platform
2. Enable CPS students to access learning content on the CCOL platform
3. Enable CPS staff to identify, create, and display content on the CCOL platform
4. Support CPS district leaders and school-based leaders to make use of CCOL data to understand impact and inform decision-making
5. Facilitate CPS district leadership's use of the platform to support and achieve district campaigns, initiative, and projects

### Deliverables

The following deliverables are related directly to the aforementioned goals.

- CPS will provide OCEP with student data on a quarterly basis: October, January, April, August
- OCEP will provide standard reports regarding learner activity and the broader learning ecosystem.
  - OCEP and CPS will meet to determine the content and frequency of those reports.
- OCEP will support existing collaborations and engage in discussions about ways to support new CPS initiatives and research efforts.
  - Currently, OCEP works with the CS4ALL team on CS initiative, like Month of Code.

### Administration

- OCEP and CPS will identify lead points of contact who will be responsible for managing student data transfers.
  - For OCEP, that person will be Mighel Jackson.
  - For CPS, that person is to be named.
- OCEP will identify a lead point of contact who will be responsible for providing data reports and responding to data-related requests.
  - For OCEP, that person will be Mighel Jackson.
- OCEP and CPS will identify lead points of contact for any initiative that they decide to pursue together.
  - For the current CS4ALL work, that person is Nichole Pinkard

### Timeline

This scope of work is applicable from the present date through the 2019-2020 school year.

- Both parties will meet in April, 2020, to evaluate the outcomes of the partnership and renew the scope of work.

**EXHIBIT B**

**CCOL PROJECT DATA SPECIFICATIONS**

**CPS Data Set**

The following matrix identifies the CPS Data Set data elements that can be shared by CPS with Northwestern for the purposes set forth in the Agreement:

<b>Data Element</b>	<b>Description</b>	<b>Required</b>
Last Name	End-User's last name.	X
First Name	End-User's first name.	X
Date of Birth	End-User's date of birth.	X
Zipcode	End-User's zipcode.	
Address	End-User's address	
E-mail	End-User's e-mail address.	If over 13
Grade	End-User's grade	
Gender	End-User's gender.	X
Ethnicity	End-User's ethnicity.	X
SES*	End-User's SES.	X
Phone	End-User's phone.	
Parent/Guardian name	End-User's parent/guardian's name.	
Parent/Guardian email	End-User's parent/guardian's email.	
Parent/Guardian phone	End-User's parent/guardian's phone.	
Student ID	End-User's external identification number.	X
School Name	Name of End-User's current school.	X
School ID	ID of End-User's current school.	X

\*Some information listed is only collected when CPS batch-creates accounts directly through Northwestern.

**Partner Data Sets**

The following matrices identifies the Partner Data Set data elements that can be shared by Partner Organizations for the purposes set forth in the Agreement:

**End-User Data**

<b>Data Element</b>	<b>Description</b>	<b>Required</b>
Last Name	End-User's last name.	X
First Name	End-User's first name.	X
Date of Birth	End-User's date of birth.	X
Email	End-User's email.	If over 13
Phone	End-User's phone.	
Parent/Guardian name	End-User's parent/guardian's name.	
Parent/Guardian email	End-User's parent /guardian's email.	
Parent/Guardian phone	End-User's parent/guardian's phone.	
Program Name	Partner Program Name End-User Registered in	X
Program Roster Date	Date End-User Was Rostered for Program (in system date)	X
Badge Award	Badge Name End-User awarded by Partner	X
Badge Award Date	Date End-User Was Awarded Badge (in system date)	X
Badge Evidence	Artifact or text uploaded by Partner Organization or End-User to serve as evidence for badge End-User was awarded	

**Program Data**

<b>Data Element</b>	<b>Description</b>	<b>Required</b>
Address	Address of Scheduled Program	For In-person Programs as online programs don't have addresses
City	City of Scheduled Program	For In-person Programs as online programs don't have addresses
End Date	The date the scheduled programs ends	X
End Time	The time the scheduled programs end	X
Location _Name	The site name of a location (e.g. Garfield Conservatory)	For In-person Programs

<b>Data Element</b>	<b>Description</b>	<b>Required</b>
Logo_Url	The URL of the logo for the Schedule Program	
Meeting_Type	Indicates whether it is a face to face program or an online program	X
Name	The title of the Schedule Program	X
Online_Address	Web address of the online program	For Online Programs
Program_Type	Either workshop or an event. An event is like a one time contest, whereas a workshop is more of a youth program	X
Registration_Deadline	The optional date for the end of registration	
Registration_Url	Web address to register for the Schedule Program	
Start_Date	Start date of the Schedule Program	X
Start Time	The time of the Program	X
State	Indicates the U.S. state in which the program resides	For In-person Programs
Zipcode	Zipcode of the program	For In-person Programs
Contact Name		
Contact Email		
Contact Phone		
Program Uri		
Price	Cost of the program	
Min_Age	Minimum age of student who can participate in the program	X
Max_Age	Maximum age of student who can participate in the program	X



**EXHIBIT C**

**CCOL PROJECT DATA SHARING SPECIFICATIONS**

**CPS Data Set**

Where CPS registers End-Users in the CCOL Project and End-Users link their accounts to CCOL Project programs offered by Partner Organizations, Northwestern may share the following data elements with respective linked Partner Organizations, as well as any badge-related data associated with the linked CCOL Project programs:

<b>Data Element</b>	<b>Description</b>	<b>Required</b>
Student CCOL ID	End-User's student identification number.	X
Last Name	End-User's last name.	X
First Name	End-User's first name.	X
Date of Birth	End-User's date of birth.	X
Phone	End-User's phone.	
E-mail	End-User's e-mail address.	X
School Attending	Name of End-User's current school.	
Parent/Guardian name	End-User's parent/guardian's name.	
Parent/Guardian email	End-User's parent/guardian's email.	
Parent/Guardian phone	End-User's parent/guardian's phone.	
Grade	End-User's grade	
Gender	End-User's gender.	
Ethnicity	End-User's ethnicity.	
SES	End-User's SES.	
Phone	End-User's phone.	

## EXHIBIT D

### TERMS OF USE AND PRIVACY POLICY- REQUIRED TERMS AND POLICIES

#### CPS COL INITIATIVE ONLINE TERMS OF USE AND LICENSE GRANTS

Last Updated: September 30, 2019 | Download printable format (PDF)

Northwestern University ("**Northwestern**," "we," "us," or "our"), in collaboration with Board of Education of City of Chicago, commonly known as Chicago Public Schools ("**CPS**"), provides this CCOL initiative website ("**Website**") to you subject to the terms and conditions of use ("**Terms**") contained herein.

**By visiting the Website, and in consideration for providing the Website and related services to you, you agree to abide by these Terms and our Privacy Statement, found at [www.chicagocityoflearning.org](http://www.chicagocityoflearning.org) and incorporated herein by reference.** Please read the Terms and Privacy Statement carefully before using the Website. **If you do not agree to be bound by these Terms, please promptly cease your use of the Website.**

Northwestern reserves the right to change these Terms at any time and will make the most recent version available on the Website. By using this Website and continuing to use the Website after any modifications, you agree to the Terms and to be bound by any such changes.

#### **Accessing the Website and Account Security**

Northwestern reserves the right to withdraw or amend this Website, and any service or material we provide on the Website, in our sole discretion without notice. We will not be liable if for any reason all or any part of the Website is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Website, or the entire Website, to users, including registered users.

To access the Website or some of the resources it offers, you may be asked to provide certain registration details or other information. It is a condition of your use of the Website that all the information you provide on the Website is correct, current and complete. You agree that all information you provide to register with this Website or otherwise, including but not limited to through the use of any interactive features on the Website, is governed by our Privacy Statement at [www.ChicagoCityofLearning.org](http://www.ChicagoCityofLearning.org), and you consent to all actions we take with respect to your information consistent with our Privacy Statement.

If you choose, or are provided with, a user name, password or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to this Website or portions of it using your user name, password or other security information. You agree to notify us immediately of any unauthorized access to or use of your user name or password or any other breach of security. You also agree to ensure that you exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information.

We have the right to disable any user name, password or other identifier, whether chosen by you or provided by us, at any time if, in our opinion, you have violated any provision of these Terms.

## **Rules for Online Conduct**

You may use the Website only for lawful purposes and in accordance with these Terms.

You agree **not** to use the Website:

- In any way that violates any applicable federal, state, local or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries).
- For the purpose of exploiting, harming or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information or otherwise.
- To transmit, or procure the sending of, any advertising or promotional material, including any "junk mail", "chain letter" or "spam" or any other similar solicitation.
- To impersonate or attempt to impersonate Northwestern and/or CPS, their respective employees, another user or any other person or entity (including, without limitation, by using e-mail addresses associated with any of the foregoing).
- To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Website, or which, as determined by us, may harm Northwestern, CPS or users of the Website or expose them to liability.

Additionally, you agree **not** to:

- Use the Website in any manner that could disable, overburden, damage, or impair the site or interfere with any other party's use of the Website, including their ability to engage in real time activities through the Website.
- Use any robot, spider or other automatic device, process or means to access the Website for any purpose, including monitoring or copying any of the material on the Website.
- Use any manual process to monitor or copy any of the material on the Website or for any other unauthorized purpose without our prior written consent.
- Use any device, software or routine that interferes with the proper working of the Website.
- Introduce any viruses, trojan horses, worms, logic bombs or other material which is malicious or technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage or disrupt any parts of the Website, the server on which the Website is stored, or any server, computer or database connected to the Website.
- Attack the Website via a denial-of-service attack or a distributed denial-of-service attack.
- Otherwise attempt to interfere with the proper working of the Website.

## **Intellectual Property Rights and License Grants**

### **Permission to Use the Website and Materials**

Except for work product and materials you create through your use of the Website in connection with The City of Learning initiative ("**Your Projects**"), the Website and its entire contents, features and functionality are owned by Northwestern, its licensors or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws.

Northwestern grants you a personal, non-exclusive, non-transferable license to access and use the Website for your personal, non-commercial use only. You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store or transmit any of the material on our Website, except as follows:

- You may reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store or transmit Your Projects without restriction.
- You may store files that are automatically cached by your Web browser for display enhancement purposes.
- You may print or download one copy of a reasonable number of pages of the Website for your own personal, non-commercial use and not for further reproduction, publication or distribution.

### **Rights in Your Projects**

By creating Your Projects in connection with the City of Learning initiative on the Website, you grant to Northwestern and CPS a non-exclusive, perpetual, irrevocable, sub-licensable, worldwide, transferable, fully-paid-up, royalty-free license to use, reproduce, perform, display, transmit and distribute Your Projects on the Website or in connection with the City of Learning initiative.

### **Links to Other Sites**

The Website may include hyperlinks to websites maintained or controlled by others. Northwestern is not responsible for and does not routinely screen, approve, review or endorse the contents of or use of any of the products or services that may be offered at these websites.

### **Choice of Law/ Forum Selection**

Northwestern University is headquartered in Evanston, Illinois. You agree that any dispute arising out of or relating to these Terms or any content posted to the Website, including copies and republication thereof, whether based in contract, tort, statutory or other law, will be governed by the laws of the State of Illinois, excluding its conflicts of law provisions. You further consent to the personal jurisdiction of and exclusive venue in the federal and state courts located in and serving Evanston, Illinois as the legal forum for any such dispute.

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**Disclaimer of Warranty/ Limitation of Liability**

THE WEBSITE AND ANY INFORMATION, PRODUCTS OR SERVICES THEREIN ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR USE OF A PARTICULAR PURPOSE, OR NONINFRINGEMENT.

Northwestern does not warrant, and hereby disclaims any warranties, either express or implied, with respect to the accuracy, adequacy or completeness of the Website, information obtained from the Website, or link to the Website. Northwestern does not warrant that the Website will operate in an uninterrupted or error-free manner or that Sites are free of viruses or other harmful components. Use of information obtained from or through these Sites is at your own risk.

YOU AGREE THAT NORTHWESTERN AND CPS WILL NOT BE LIABLE TO YOU FOR ANY LOSS OR DAMAGES, EITHER ACTUAL OR CONSEQUENTIAL, ARISING OUT OF OR RELATING TO THESE TERMS, OR TO YOUR (OR ANY THIRD PARTY'S) USE OR INABILITY TO USE THE WEBSITE, OR TO YOUR PLACEMENT OF CONTENT ON THE WEBSITE, OR TO YOUR RELIANCE UPON INFORMATION OBTAINED FROM OR THROUGH THE WEBSITE. IN PARTICULAR, NORTHWESTERN AND CPS WILL HAVE NO LIABILITY FOR ANY CONSEQUENTIAL, INDIRECT, PUNITIVE, SPECIAL OR INCIDENTAL DAMAGES, WHETHER FORESEEABLE OR UNFORESEEABLE, (INCLUDING, BUT NOT LIMITED TO, CLAIMS FOR DEFAMATION, ERRORS, LOSS OF DATA, OR INTERRUPTION IN AVAILABILITY OF DATA), ARISING OUT OF OR RELATING TO THESE TERMS, YOUR USE OR INABILITY TO USE THE WEBSITE, OR YOUR PLACEMENT OF CONTENT ON THE WEBSITE, OR TO YOUR RELIANCE UPON INFORMATION OBTAINED FROM OR THROUGH THE WEBSITE, WHETHER BASED IN CONTRACT, TORT, STATUTORY OR OTHER LAW, EXCEPT ONLY IN THE CASE OF DEATH OR PERSONAL INJURY WHERE AND ONLY TO THE EXTENT THAT APPLICABLE LAW REQUIRES SUCH LIABILITY.

Northwestern makes no representation regarding your ability to transmit and receive information from or through the Website and you agree and acknowledge that your ability to access the Website may be impaired. Northwestern disclaims any and all liability resulting from or related to such events.

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**Indemnification**

You agree to indemnify and hold Northwestern and CPS harmless from any claims, losses or damages, including legal fees, resulting from your violation of these Terms, your use of the Website or your placement of any content onto the Website, and to fully cooperate in Northwestern's and CPS's defense against any such claims.

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**Copyright Complaints**

Northwestern respects the intellectual property rights of others. If you believe your copyright has been violated on the Website, please give notice to: [consultant@northwestern.edu](mailto:consultant@northwestern.edu).

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## CHICAGO CCOL INITIATIVE PRIVACY STATEMENT

Last Updated: September 30, 2019 | Download printable format (PDF)

This privacy statement applies to information collected, submitted or accessible through the CCOL initiative website (the "**Website**") operated and maintained by Northwestern University through its Digital Youth Network ("**Northwestern**") and Board of Education of City of Chicago, commonly known as Chicago Public Schools ("**CPS**").

The CCOL initiative and the Website are part of a collaborative learning program offered by Northwestern and CPS, with the support and participation of numerous other organizations that offer learning opportunities and issue associated badges ("**Partner Organizations**") (Northwestern, CPS and the Partner Organizations are collectively referred to as "**we**" or "**us**").

We respect your privacy and are committed to adhering to all applicable privacy laws. This privacy statement describes: (•) the categories of information collected, submitted or accessible through the Website; (•) how this information is used, shared, retained and protected; (•) the choices you have about how this information is used and shared; and (•) how you can correct or update your information.

By using the Website or otherwise providing your personal information in connection with the CCOL initiative, you accept and agree to the privacy practices described in this statement. Please read this privacy statement carefully and contact Northwestern if you have any questions.

### **Categories of Information Collected, Submitted or Accessible Through the Website**

#### **Information You Provide Through the Website**

This information may include, but not be limited to: (•) individual student data, including your name, student ID number, and/or certain unique identifying information including your zip code, gender, age, grade, race/ethnicity, school, badges earned, badges claimed, and badges pledged; (•) the number and type of badges issued and claimed overall by you; (•) the number and type of badges issued and claimed in each subject matter category; and (•) a breakdown of badges by CPS and/or Partner Organizations issuing the badges.

#### **Information Provided by CPS**

This information may include, but not be limited to: (•) individual student data, including your name, student ID number, and/or certain unique identifying information including your zip code, gender, age, grade, race/ethnicity, school, badges earned, badges claimed, and badges pledged; (•) the Partner Organizations that you choose to link your account to; and (•) the badge-issuing programs offered by Partner Organizations that you choose to participate in.

#### **Information Provided by Partner Organizations**

This information may include, but not be limited to: (•) individual student data, including your name, student ID number, and/or certain unique identifying information including your zip code, gender, age, grade, school, badges earned, badges claimed, and badges pledged.

#### **Information Collected Automatically by Visiting the Website**

The Website may use cookies, web beacons, pixel tags, log files, or other technologies to collect certain non-personal information relating to your use of the Website, including, but not limited to, your IP address, browser type, operating system, language preferences, referring site and date and

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time of each visitor request. Although this information may not be identifiable in and of itself, Northwestern may link this information to other identifiable information to help Northwestern best tailor the Website and enhance your online experience.

*A cookie is a string of information that a website stores on a visitor's computer, and that the visitor's browser provides to the website each time the visitor returns. Most major websites use cookies. Because the browser provides this cookie information to a website at each visit, cookies serve as a sort of label that allows a website to "recognize" a browser when it returns to the site. The domain name in our cookies will clearly identify their affiliation with us and, where applicable, our third-party service provider. Clear gifs (also known as web beacons) are used in combination with cookies to help website operators understand how visitors interact with their websites. A clear gif is typically a transparent graphic image (usually 1 pixel x 1 pixel) that is placed on a site. The use of a clear gif allows the site to measure the actions of the visitor opening the page that contains the clear gif. It makes it easier to follow and record the activities of a recognized browser, such as the path of pages visited at a website.*

### **Information Collected by Third Parties through Content Hosted on the Website**

Content from other sources that is hosted on the Website may sometimes contain cookies that send information to those third parties. Third party cookies are often associated with embedded content such as YouTube videos and other site linking buttons. In certain cases, a third party cookie may be set by the third party content or provider. In these cases, the privacy statement of the third party governs with respect to information that may be collected by and sent to the respective third party. If you are concerned about these third party cookies, please see the information below on how to decline cookies.

### **Use of Your Information**

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We **use** your **personal information** collected, submitted or accessible through the Website for the following purposes:

- Register you in, and manage your participation in, the City of Learning initiative.
- Coordinate, manage, track and report on the services provided by Northwestern and CPS in connection with the City of Learning initiative and the impact of the City of Learning initiative.
- Improve and develop the Website and the City of Learning initiative.
- Showcase your projects on the Website (with your consent).
- Research, evaluation and reporting relating to the impact of the City of Learning initiative on individuals, families, the community and society.
- Research, evaluation and reporting relating to education and youth/child development.
- Respond to your inquiries and provide you with information regarding the City of Learning initiative and Website.
- Send you electronic marketing communications with information about the City of Learning Initiative

Northwestern and CPS **use** your **non-personal information** collected through cookies and similar technologies for the following purposes:

- Help Northwestern and CPS identify and track visitors, their usage of the Website, and their Website access preferences across multiple requests and visits to the Website. The Website also
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may use clear gifs for these purposes. The basic idea is to gather aggregate data about how people use the Website. The term usually used to describe this is "web analytics" and the cookies and clear gifs are the tools by which a website owner collects this web analytics data.

- Northwestern and CPS use the web analytics data only to determine aggregate usage patterns for the Website as described above. Northwestern and CPS do this by using either Northwestern's own internal analytics software or by sending this information to a third-party service provider to help us analyze this data. Northwestern has agreements with its third-party service providers that they will not share this information with others or use the information for purposes other than to maintain the services they provide to Northwestern. It is possible to link cookies and clear gifs to personally identifying information, thereby permitting website operators, including our third-party analytics providers, to track the online movements of particular individuals. Northwestern does not do so and Northwestern's third-party service providers are not allowed to correlate this data with any other data.
- Northwestern and CPS use the information provided by cookies and clear gifs to develop a better understanding of how Northwestern's and CPS's visitors use the Website and to facilitate those visitors' interactions with the Website. Northwestern may make the aggregate data obtained from web analytics (including from our third-party analytics providers, if applicable) publicly available. If this data is made available, none of the information will be personally identifying information or potentially-personally identifying information.

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### **Sharing of Your Information**

Information collected, submitted or accessible through the Website may be **shared** with the following parties and for the following purposes:

- All information collected, submitted or accessible through the Website is provided to and accessible to Northwestern for the purposes identified in the "Use of Your Information" section above.
- When CPS or a Partner Organization registers you in the CCOL initiative, or you register in the CCOL initiative directly through the Website, all information provided by CPS or Partner Organization, and all badge data acquired by you through your participation in the CCOL initiative, is collected by and/or shared with Northwestern for the purposes identified in the "Use of Your Information" section above.
- When CPS registers you in the CCOL initiative and **you choose** to link your account to badge-issuing programs offered by Partner Organizations, those Partner Organizations may obtain your basic registration information (for example, your name, age and school) and badge data associated with those Partner Organizations' badge-issuing programs for the purposes identified in the "Use of Your Information" section above. If you choose not to link your account to badge-issuing programs offered by Partner Organizations, only Northwestern and CPS will have access to your information (*subject to the other sharing provisions contained in this section*).
- When a Partner Organization registers you in the CCOL initiative, or when you register in the CCOL initiative directly through the Website, CPS may obtain basic registration information (for example, your name and age) and badge data associated with Partner Organizations or other badge-issuing programs for the purposes identified in the "Use of Your Information" section above (*subject to the other sharing provisions contained in this section*).
- When you register in the CCOL initiative directly through the Website, and **you choose** to link your account to badge-issuing programs offered by Partner Organizations, those organizations may obtain basic registration information (for example, your name and age) and badge data



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associated with their badge-issuing programs for the purposes identified in the "Use of Your Information" section above (*subject to the other sharing provisions contained in this section*).

- Partner Organizations are not allowed to otherwise share your information, except as described below.
- Northwestern and CPS may share your information with Northwestern staff, CPS staff, and approved research partners for the purposes identified in the "Use of Your Information" section above.
- When we engage third-party service providers to assist us with the activities identified in this privacy statement, we may allow these providers to use or access your personal information if it is necessary to perform activities on our behalf or to comply with a legal requirement. These service providers are required to maintain the information in confidence and they can only use the information to perform the relevant services.
- We may disclose information where we think it's necessary to investigate or prevent an actual or suspected crime or injury to ourselves or others, if required by law, or in response to a request from law enforcement authorities or other government officials.
- During the normal course of our business, we may sell or purchase assets or equity. If another entity acquires us or any of our assets, information we have collected about you may be transferred to such entity. In addition, if any bankruptcy or reorganization proceeding is brought by or against us, such information may be considered an asset of ours and may be sold or transferred to third parties. Should a sale or transfer occur, we will use reasonable efforts to try to require that the transferee use personally identifiable information provided through the website in a manner that is consistent with this privacy statement.
- Northwestern and CPS share the information collected automatically through cookies and similar technologies with the parties and for the purposes identified in the "Use of Your Information" section above.

### **Choice and Control Over Your Information**

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#### **Information Necessary to Participate in the City of Learning Initiative**

If you do not want to submit personal information that is necessary to participate in the City of Learning initiative or to fulfill your request, you will not be able to access and/or participate in the City of Learning initiative. For example, you will not be able to register on the Website or earn badges. In addition, your refusal to submit personal information may limit Northwestern's and CPS's ability to respond to your support inquiries in a timely fashion.

#### **Cookies and Similar Technologies**

You have the ability to accept or decline cookies. Website visitors who do not wish to have cookies placed on their computers by Northwestern, Northwestern's contractors, or Northwestern's third-party service providers should set their browsers to refuse cookies before linking to the Website. See <http://www.allaboutcookies.org/manage-cookies/> for more information. Certain features of the Website may not function properly without the use of cookies.

#### **Opt-Out Procedures and Do Not Track Signals**

If you signed up to receive but no longer wish to receive electronic marketing communications from us, you can opt-out from receiving these communications by following the "unsubscribe"

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instructions in any such communication you receive. *Northwestern may not be able to honor "do not track signals" and other similar mechanisms.*

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### **Access to Your Information**

You may request access, correction, or deletion of your personally identifiable information or potentially personally identifiable information, as permitted by law. Northwestern will seek to comply with such requests, provided that Northwestern has sufficient information to identify the personally identifiable information or potentially personally identifiable information related to you. To do so, you should contact Northwestern by using the email address listed below in this privacy statement.

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### **Securing Your Information**

Protecting your information is important to us. We maintain administrative, technical, and physical safeguards to help protect against unauthorized use, disclosure, alteration, or destruction of the personally identifiable information collected on the Website.

We undertake a range of security measures including physical access restraints, technical security monitoring, and internal security reviews of the environment to help to protect your personal information from unauthorized access, alteration, disclosure, or destruction.

The safety and security of your information also depend on you. Never share your password with anyone else, notify Northwestern promptly if you believe your password security has been breached, and remember to log off of the Website before you leave your computer.

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### **Other Information**

#### **Use of the Website by Children**

Children under the age of 13 are strongly encouraged to ~~must~~ obtain their parent's or guardian's verifiable consent before using the Website.

#### **Links to Other Sites**

Northwestern may include links on the Website for your use and reference, including to badge issuers' websites. We are not responsible for the privacy statements on these websites. Your access and use of such other web sites, including the content, items or services on those web sites, are solely at your own risk.

You should be aware that the privacy statements of these sites may differ from this privacy statement. Northwestern is not responsible for their content or privacy policies. If you would like information on another party's privacy policy, you should contact that party directly, and Northwestern encourages you to do so.

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### **Updates to the Privacy Statement**

This privacy statement may change from time to time and your continued use of the Website after the posting of the revised privacy statement means that you accept and agree to the terms of the revised

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privacy statement. Please check this area periodically for updates to this privacy statement.

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**Contacting Northwestern**

If you have questions about this privacy statement, please contact us at [support@cityoflearning.zendesk.com](mailto:support@cityoflearning.zendesk.com).

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**CITY OF CHICAGO  
ECONOMIC DISCLOSURE STATEMENT  
AND AFFIDAVIT**

**SECTION I -- GENERAL INFORMATION**

A. Legal name of the Disclosing Party submitting this EDS. Include d/b/a/ if applicable:

NORTHWESTERN UNIVERSITY

**Check ONE of the following three boxes:**

Indicate whether the Disclosing Party submitting this EDS is:

1.  the Applicant  
OR

2.  a legal entity currently holding, or anticipated to hold within six months after City action on the contract, transaction or other undertaking to which this EDS pertains (referred to below as the "Matter"), a direct or indirect interest in excess of 7.5% in the Applicant. State the Applicant's legal name: \_\_\_\_\_

OR

3.  a legal entity with a direct or indirect right of control of the Applicant (see Section II(B)(1))  
State the legal name of the entity in which the Disclosing Party holds a right of control:  
\_\_\_\_\_

B. Business address of the Disclosing Party:

Northwestern University  
Office for Sponsored Research  
750 N. Lake Shore Dr., 7th Floor  
Chicago, IL 60611

C. Telephone: 312-503-7955 Fax: 312-503-2234 Email: m-robot2@northwestern.edu

D. Name of contact person: Emmanuel S. Robert

E. Federal Employer Identification No. (if you have one): \_\_\_\_\_

F. Brief description of the Matter to which this EDS pertains. (Include project number and location of property, if applicable):

My CHI.My Future initiative with Northwestern University's Digital Youth Network

G. Which City agency or department is requesting this EDS? Department of Family Support Services

If the Matter is a contract being handled by the City's Department of Procurement Services, please complete the following:

Specification # \_\_\_\_\_ and Contract # \_\_\_\_\_

**SECTION II -- DISCLOSURE OF OWNERSHIP INTERESTS**

**A. NATURE OF THE DISCLOSING PARTY**

1. Indicate the nature of the Disclosing Party:

- Person
- Publicly registered business corporation
- Privately held business corporation
- Sole proprietorship
- General partnership
- Limited partnership
- Trust
- Limited liability company
- Limited liability partnership
- Joint venture
- Not-for-profit corporation  
(Is the not-for-profit corporation also a 501(c)(3))?  
 Yes       No
- Other (please specify)

2. For legal entities, the state (or foreign country) of incorporation or organization, if applicable:

Illinois

3. For legal entities not organized in the State of Illinois: Has the organization registered to do business in the State of Illinois as a foreign entity?

- Yes
- No
- Organized in Illinois

**B. IF THE DISCLOSING PARTY IS A LEGAL ENTITY:**

1. List below the full names and titles, if applicable, of: (i) all executive officers and all directors of the entity; (ii) **for not-for-profit corporations**, all members, if any, which are legal entities (if there are no such members, write "no members which are legal entities"); (iii) **for trusts, estates or other similar entities**, the trustee, executor, administrator, or similarly situated party; (iv) **for general or limited partnerships, limited liability companies, limited liability partnerships or joint ventures**, each general partner, managing member, manager or any other person or legal entity that directly or indirectly controls the day-to-day management of the Applicant.

**NOTE:** Each legal entity listed below must submit an EDS on its own behalf.

Name	Title
1 (i) Morton Shapiro	President
1 (ii) no members which are legal entities	

2. Please provide the following information concerning each person or legal entity having a direct or indirect, current or prospective (i.e. within 6 months after City action) beneficial interest (including ownership) in excess of 7.5% of the Applicant. Examples of such an interest include shares in a corporation, partnership interest in a partnership or joint venture, interest of a member or manager in a

limited liability company, or interest of a beneficiary of a trust, estate or other similar entity. If none, state "None."

**NOTE:** Each legal entity listed below may be required to submit an EDS on its own behalf.

Name	Business Address	Percentage Interest in the Applicant
None		

**SECTION III -- INCOME OR COMPENSATION TO, OR OWNERSHIP BY, CITY ELECTED OFFICIALS**

Has the Disclosing Party provided any income or compensation to any City elected official during the 12-month period preceding the date of this EDS?  Yes  No

Does the Disclosing Party reasonably expect to provide any income or compensation to any City elected official during the 12-month period following the date of this EDS?  Yes  No

If "yes" to either of the above, please identify below the name(s) of such City elected official(s) and describe such income or compensation:

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Does any City elected official or, to the best of the Disclosing Party's knowledge after reasonable inquiry, any City elected official's spouse or domestic partner, have a financial interest (as defined in Chapter 2-156 of the Municipal Code of Chicago ("MCC")) in the Disclosing Party?

Yes  No

If "yes," please identify below the name(s) of such City elected official(s) and/or spouse(s)/domestic partner(s) and describe the financial interest(s).

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**SECTION IV -- DISCLOSURE OF SUBCONTRACTORS AND OTHER RETAINED PARTIES**

The Disclosing Party must disclose the name and business address of each subcontractor, attorney, lobbyist (as defined in MCC Chapter 2-156), accountant, consultant and any other person or entity whom the Disclosing Party has retained or expects to retain in connection with the Matter, as well as the nature of the relationship, and the total amount of the fees paid or estimated to be paid. The Disclosing Party is not required to disclose employees who are paid solely through the Disclosing Party's regular payroll. If the Disclosing Party is uncertain whether a disclosure is required under this Section, the Disclosing Party must either ask the City whether disclosure is required or make the disclosure.

Name (indicate whether retained or anticipated to be retained)	Business Address	Relationship to Disclosing Party (subcontractor, attorney, lobbyist, etc.)	Fees ( <u>indicate whether paid or estimated.</u> ) <b>NOTE:</b> "hourly rate" or "t.b.d." is not an acceptable response.
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(Add sheets if necessary)

Check here if the Disclosing Party has not retained, nor expects to retain, any such persons or entities.

**SECTION V -- CERTIFICATIONS**

**A. COURT-ORDERED CHILD SUPPORT COMPLIANCE**

Under MCC Section 2-92-415, substantial owners of business entities that contract with the City must remain in compliance with their child support obligations throughout the contract's term.

Has any person who directly or indirectly owns 10% or more of the Disclosing Party been declared in arrearage on any child support obligations by any Illinois court of competent jurisdiction?

Yes     No     No person directly or indirectly owns 10% or more of the Disclosing Party.

If "Yes," has the person entered into a court-approved agreement for payment of all support owed and is the person in compliance with that agreement?

Yes     No

**B. FURTHER CERTIFICATIONS**

1. [This paragraph 1 applies only if the Matter is a contract being handled by the City's Department of Procurement Services.] In the 5-year period preceding the date of this EDS, neither the Disclosing Party nor any Affiliated Entity [see definition in (5) below] has engaged, in connection with the performance of any public contract, the services of an integrity monitor, independent private sector inspector general, or integrity compliance consultant (i.e., an individual or entity with legal, auditing, investigative, or other similar skills, designated by a public agency to help the agency monitor the activity of specified agency vendors as well as help the vendors reform their business practices so they can be considered for agency contracts in the future, or continue with a contract in progress).

2. The Disclosing Party and its Affiliated Entities are not delinquent in the payment of any fine, fee, tax or other source of indebtedness owed to the City of Chicago, including, but not limited to, water and sewer charges, license fees, parking tickets, property taxes and sales taxes, nor is the Disclosing Party delinquent in the payment of any tax administered by the Illinois Department of Revenue.

3. The Disclosing Party and, if the Disclosing Party is a legal entity, all of those persons or entities identified in Section II(B)(1) of this EDS:

- a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from any transactions by any federal, state or local unit of government;
- b. have not, during the 5 years before the date of this EDS, been convicted of a criminal offense, adjudged guilty, or had a civil judgment rendered against them in connection with: obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; a violation of federal or state antitrust statutes; fraud; embezzlement; theft; forgery; bribery; falsification or destruction of records; making false statements; or receiving stolen property;
- c. are not presently indicted for, or criminally or civilly charged by, a governmental entity (federal, state or local) with committing any of the offenses set forth in subparagraph (b) above;
- d. have not, during the 5 years before the date of this EDS, had one or more public transactions (federal, state or local) terminated for cause or default; and
- e. have not, during the 5 years before the date of this EDS, been convicted, adjudged guilty, or found liable in a civil proceeding, or in any criminal or civil action, including actions concerning environmental violations, instituted by the City or by the federal government, any state, or any other unit of local government.

4. The Disclosing Party understands and shall comply with the applicable requirements of MCC Chapters 2-56 (Inspector General) and 2-156 (Governmental Ethics).

5. Certifications (5), (6) and (7) concern:

- the Disclosing Party;
- any "Contractor" (meaning any contractor or subcontractor used by the Disclosing Party in connection with the Matter, including but not limited to all persons or legal entities disclosed under Section IV, "Disclosure of Subcontractors and Other Retained Parties");
- any "Affiliated Entity" (meaning a person or entity that, directly or indirectly: controls the Disclosing Party, is controlled by the Disclosing Party, or is, with the Disclosing Party, under common control of another person or entity). Indicia of control include, without limitation: interlocking management or ownership; identity of interests among family members, shared facilities and equipment; common use of employees; or organization of a business entity following the ineligibility of a business entity to do business with federal or state or local government, including the City, using substantially the same management, ownership, or principals as the ineligible entity. With respect to Contractors, the term Affiliated Entity means a person or entity that directly or indirectly controls the Contractor, is controlled by it, or, with the Contractor, is under common control of another person or entity;
- any responsible official of the Disclosing Party, any Contractor or any Affiliated Entity or any other official, agent or employee of the Disclosing Party, any Contractor or any Affiliated Entity, acting pursuant to the direction or authorization of a responsible official of the Disclosing Party, any Contractor or any Affiliated Entity (collectively "Agents").



Neither the Disclosing Party, nor any Contractor, nor any Affiliated Entity of either the Disclosing Party or any Contractor, nor any Agents have, during the 5 years before the date of this EDS, or, with respect to a Contractor, an Affiliated Entity, or an Affiliated Entity of a Contractor during the 5 years before the date of such Contractor's or Affiliated Entity's contract or engagement in connection with the Matter:

a. bribed or attempted to bribe, or been convicted or adjudged guilty of bribery or attempting to bribe, a public officer or employee of the City, the State of Illinois, or any agency of the federal government or of any state or local government in the United States of America, in that officer's or employee's official capacity;

b. agreed or colluded with other bidders or prospective bidders, or been a party to any such agreement, or been convicted or adjudged guilty of agreement or collusion among bidders or prospective bidders, in restraint of freedom of competition by agreement to bid a fixed price or otherwise; or

c. made an admission of such conduct described in subparagraph (a) or (b) above that is a matter of record, but have not been prosecuted for such conduct; or

d. violated the provisions referenced in MCC Subsection 2-92-320(a)(4)(Contracts Requiring a Base Wage); (a)(5)(Debarment Regulations); or (a)(6)(Minimum Wage Ordinance).

6. Neither the Disclosing Party, nor any Affiliated Entity or Contractor, or any of their employees, officials, agents or partners, is barred from contracting with any unit of state or local government as a result of engaging in or being convicted of (1) bid-rigging in violation of 720 ILCS 5/33E-3; (2) bid-rotating in violation of 720 ILCS 5/33E-4; or (3) any similar offense of any state or of the United States of America that contains the same elements as the offense of bid-rigging or bid-rotating.

7. Neither the Disclosing Party nor any Affiliated Entity is listed on a Sanctions List maintained by the United States Department of Commerce, State, or Treasury, or any successor federal agency.

8. [FOR APPLICANT ONLY] (i) Neither the Applicant nor any "controlling person" [see MCC Chapter 1-23, Article I for applicability and defined terms] of the Applicant is currently indicted or charged with, or has admitted guilt of, or has ever been convicted of, or placed under supervision for, any criminal offense involving actual, attempted, or conspiracy to commit bribery, theft, fraud, forgery, perjury, dishonesty or deceit against an officer or employee of the City or any "sister agency"; and (ii) the Applicant understands and acknowledges that compliance with Article I is a continuing requirement for doing business with the City. NOTE: If MCC Chapter 1-23, Article I applies to the Applicant, that Article's permanent compliance timeframe supersedes 5-year compliance timeframes in this Section V.

9. [FOR APPLICANT ONLY] The Applicant and its Affiliated Entities will not use, nor permit their subcontractors to use, any facility listed as having an active exclusion by the U.S. EPA on the federal System for Award Management ("SAM").

10. [FOR APPLICANT ONLY] The Applicant will obtain from any contractors/subcontractors hired or to be hired in connection with the Matter certifications equal in form and substance to those in Certifications (2) and (9) above and will not, without the prior written consent of the City, use any such

contractor/subcontractor that does not provide such certifications or that the Applicant has reason to believe has not provided or cannot provide truthful certifications.

11. If the Disclosing Party is unable to certify to any of the above statements in this Part B (Further Certifications), the Disclosing Party must explain below:

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If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Disclosing Party certified to the above statements.

12. To the best of the Disclosing Party's knowledge after reasonable inquiry, the following is a complete list of all current employees of the Disclosing Party who were, at any time during the 12-month period preceding the date of this EDS, an employee, or elected or appointed official, of the City of Chicago (if none, indicate with "N/A" or "none").

None

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13. To the best of the Disclosing Party's knowledge after reasonable inquiry, the following is a complete list of all gifts that the Disclosing Party has given or caused to be given, at any time during the 12-month period preceding the execution date of this EDS, to an employee, or elected or appointed official, of the City of Chicago. For purposes of this statement, a "gift" does not include: (i) anything made generally available to City employees or to the general public, or (ii) food or drink provided in the course of official City business and having a retail value of less than \$25 per recipient, or (iii) a political contribution otherwise duly reported as required by law (if none, indicate with "N/A" or "none"). As to any gift listed below, please also list the name of the City recipient.

None

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### C. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

1. The Disclosing Party certifies that the Disclosing Party (check one)  
 is  is not

a "financial institution" as defined in MCC Section 2-32-455(b).

2. If the Disclosing Party IS a financial institution, then the Disclosing Party pledges:

"We are not and will not become a predatory lender as defined in MCC Chapter 2-32. We further pledge that none of our affiliates is, and none of them will become, a predatory lender as defined in MCC Chapter 2-32. We understand that becoming a predatory lender or becoming an affiliate of a predatory lender may result in the loss of the privilege of doing business with the City."

If the Disclosing Party is unable to make this pledge because it or any of its affiliates (as defined in MCC Section 2-32-455(b)) is a predatory lender within the meaning of MCC Chapter 2-32, explain here (attach additional pages if necessary):

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If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Disclosing Party certified to the above statements.

**D. CERTIFICATION REGARDING FINANCIAL INTEREST IN CITY BUSINESS**

Any words or terms defined in MCC Chapter 2-156 have the same meanings if used in this Part D.

1. In accordance with MCC Section 2-156-110: To the best of the Disclosing Party's knowledge after reasonable inquiry, does any official or employee of the City have a financial interest in his or her own name or in the name of any other person or entity in the Matter?

Yes                       No

NOTE: If you checked "Yes" to Item D(1), proceed to Items D(2) and D(3). If you checked "No" to Item D(1), skip Items D(2) and D(3) and proceed to Part E.

2. Unless sold pursuant to a process of competitive bidding, or otherwise permitted, no City elected official or employee shall have a financial interest in his or her own name or in the name of any other person or entity in the purchase of any property that (i) belongs to the City, or (ii) is sold for taxes or assessments, or (iii) is sold by virtue of legal process at the suit of the City (collectively, "City Property Sale"). Compensation for property taken pursuant to the City's eminent domain power does not constitute a financial interest within the meaning of this Part D.

Does the Matter involve a City Property Sale?

Yes                       No

3. If you checked "Yes" to Item D(1), provide the names and business addresses of the City officials or employees having such financial interest and identify the nature of the financial interest:

Name	Business Address	Nature of Financial Interest

4. The Disclosing Party further certifies that no prohibited financial interest in the Matter will be acquired by any City official or employee.

E. CERTIFICATION REGARDING SLAVERY ERA BUSINESS

Please check either (1) or (2) below. If the Disclosing Party checks (2), the Disclosing Party must disclose below or in an attachment to this EDS all information required by (2). Failure to comply with these disclosure requirements may make any contract entered into with the City in connection with the Matter voidable by the City.

  X   1. The Disclosing Party verifies that the Disclosing Party has searched any and all records of the Disclosing Party and any and all predecessor entities regarding records of investments or profits from slavery or slaveholder insurance policies during the slavery era (including insurance policies issued to slaveholders that provided coverage for damage to or injury or death of their slaves), and the Disclosing Party has found no such records.

       2. The Disclosing Party verifies that, as a result of conducting the search in step (1) above, the Disclosing Party has found records of investments or profits from slavery or slaveholder insurance policies. The Disclosing Party verifies that the following constitutes full disclosure of all such records, including the names of any and all slaves or slaveholders described in those records:

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**SECTION VI -- CERTIFICATIONS FOR FEDERALLY FUNDED MATTERS**

**NOTE: If the Matter is federally funded, complete this Section VI. If the Matter is not federally funded, proceed to Section VII. For purposes of this Section VI, tax credits allocated by the City and proceeds of debt obligations of the City are not federal funding.**

A. CERTIFICATION REGARDING LOBBYING

1. List below the names of all persons or entities registered under the federal Lobbying Disclosure Act of 1995, as amended, who have made lobbying contacts on behalf of the Disclosing Party with respect to the Matter: (Add sheets if necessary):

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(If no explanation appears or begins on the lines above, or if the letters "NA" or if the word "None" appear, it will be conclusively presumed that the Disclosing Party means that NO persons or entities registered under the Lobbying Disclosure Act of 1995, as amended, have made lobbying contacts on behalf of the Disclosing Party with respect to the Matter.)

2. The Disclosing Party has not spent and will not expend any federally appropriated funds to pay any person or entity listed in paragraph A(1) above for his or her lobbying activities or to pay any person or entity to influence or attempt to influence an officer or employee of any agency, as defined by applicable federal law, a member of Congress, an officer or employee of Congress, or an employee

of a member of Congress, in connection with the award of any federally funded contract, making any federally funded grant or loan, entering into any cooperative agreement, or to extend, continue, renew, amend, or modify any federally funded contract, grant, loan, or cooperative agreement.

3. The Disclosing Party will submit an updated certification at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the statements and information set forth in paragraphs A(1) and A(2) above.

4. The Disclosing Party certifies that either: (i) it is not an organization described in section 501(c)(4) of the Internal Revenue Code of 1986; or (ii) it is an organization described in section 501(c)(4) of the Internal Revenue Code of 1986 but has not engaged and will not engage in "Lobbying Activities," as that term is defined in the Lobbying Disclosure Act of 1995, as amended.

5. If the Disclosing Party is the Applicant, the Disclosing Party must obtain certifications equal in form and substance to paragraphs A(1) through A(4) above from all subcontractors before it awards any subcontract and the Disclosing Party must maintain all such subcontractors' certifications for the duration of the Matter and must make such certifications promptly available to the City upon request.

#### B. CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY

If the Matter is federally funded, federal regulations require the Applicant and all proposed subcontractors to submit the following information with their bids or in writing at the outset of negotiations.

Is the Disclosing Party the Applicant?

Yes                       No

If "Yes," answer the three questions below:

1. Have you developed and do you have on file affirmative action programs pursuant to applicable federal regulations? (See 41 CFR Part 60-2.)

Yes                       No

2. Have you filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance Programs, or the Equal Employment Opportunity Commission all reports due under the applicable filing requirements?

Yes                       No                       Reports not required

3. Have you participated in any previous contracts or subcontracts subject to the equal opportunity clause?

Yes                       No

If you checked "No" to question (1) or (2) above, please provide an explanation:

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**SECTION VII -- FURTHER ACKNOWLEDGMENTS AND CERTIFICATION**

The Disclosing Party understands and agrees that:

A. The certifications, disclosures, and acknowledgments contained in this EDS will become part of any contract or other agreement between the Applicant and the City in connection with the Matter, whether procurement, City assistance, or other City action, and are material inducements to the City's execution of any contract or taking other action with respect to the Matter. The Disclosing Party understands that it must comply with all statutes, ordinances, and regulations on which this EDS is based.

B. The City's Governmental Ethics Ordinance, MCC Chapter 2-156, imposes certain duties and obligations on persons or entities seeking City contracts, work, business, or transactions. The full text of this ordinance and a training program is available on line at [www.cityofchicago.org/Ethics](http://www.cityofchicago.org/Ethics), and may also be obtained from the City's Board of Ethics, 740 N. Sedgwick St., Suite 500, Chicago, IL 60610, (312) 744-9660. The Disclosing Party must comply fully with this ordinance.

C. If the City determines that any information provided in this EDS is false, incomplete or inaccurate, any contract or other agreement in connection with which it is submitted may be rescinded or be void or voidable, and the City may pursue any remedies under the contract or agreement (if not rescinded or void), at law, or in equity, including terminating the Disclosing Party's participation in the Matter and/or declining to allow the Disclosing Party to participate in other City transactions. Remedies at law for a false statement of material fact may include incarceration and an award to the City of treble damages.

D. It is the City's policy to make this document available to the public on its Internet site and/or upon request. Some or all of the information provided in, and appended to, this EDS may be made publicly available on the Internet, in response to a Freedom of Information Act request, or otherwise. By completing and signing this EDS, the Disclosing Party waives and releases any possible rights or claims which it may have against the City in connection with the public release of information contained in this EDS and also authorizes the City to verify the accuracy of any information submitted in this EDS.

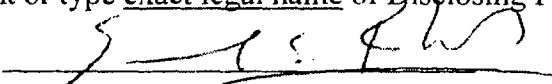
E. The information provided in this EDS must be kept current. In the event of changes, the Disclosing Party must supplement this EDS up to the time the City takes action on the Matter. If the Matter is a contract being handled by the City's Department of Procurement Services, the Disclosing Party must update this EDS as the contract requires. **NOTE:** With respect to Matters subject to MCC Chapter 1-23, Article I (imposing **PERMANENT INELIGIBILITY** for certain specified offenses), the information provided herein regarding eligibility must be kept current for a longer period, as required by MCC Chapter 1-23 and Section 2-154-020.

# CERTIFICATION

Under penalty of perjury, the person signing below: (1) warrants that he/she is authorized to execute this EDS, and all applicable Appendices, on behalf of the Disclosing Party, and (2) warrants that all certifications and statements contained in this EDS, and all applicable Appendices, are true, accurate and complete as of the date furnished to the City.

NORTHWESTERN UNIVERSITY

(Print or type exact legal name of Disclosing Party)

By: 

Date: 12/15/2020

Emmanuel S. Robert

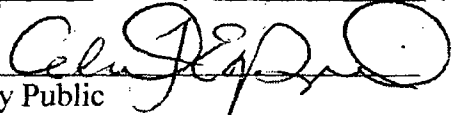
(Print or type name of person signing)

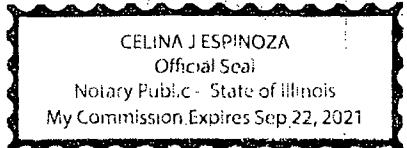
Senior Contract and Grant Officer

(Print or type title of person signing)

Signed and sworn to before me on (date) 12/15/2020

at Dwight County, ILLINOIS (state).

  
Notary Public



Commission expires: Sep. 22, 2021

**CITY OF CHICAGO  
ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT  
APPENDIX B**

**BUILDING CODE SCOFFLAW/PROBLEM LANDLORD CERTIFICATION**

This Appendix is to be completed only by (a) the Applicant, and (b) any legal entity which has a direct ownership interest in the Applicant exceeding 7.5% (an "Owner"). It is not to be completed by any legal entity which has only an indirect ownership interest in the Applicant.

1. Pursuant to MCC Section 2-154-010, is the Applicant or any Owner identified as a building code scofflaw or problem landlord pursuant to MCC Section 2-92-416?

Yes                       No

2. If the Applicant is a legal entity publicly traded on any exchange, is any officer or director of the Applicant identified as a building code scofflaw or problem landlord pursuant to MCC Section 2-92-416?

Yes                       No                       The Applicant is not publicly traded on any exchange.

3. If yes to (1) or (2) above, please identify below the name of each person or legal entity identified as a building code scofflaw or problem landlord and the address of each building or buildings to which the pertinent code violations apply.

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**CITY OF CHICAGO  
ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT  
APPENDIX C**

**PROHIBITION ON WAGE & SALARY HISTORY SCREENING - CERTIFICATION**

This Appendix is to be completed only by an Applicant that is completing this EDS as a “contractor” as defined in MCC Section 2-92-385. That section, which should be consulted ([www.amlegal.com](http://www.amlegal.com)), generally covers a party to any agreement pursuant to which they: (i) receive City of Chicago funds in consideration for services, work or goods provided (including for legal or other professional services), or (ii) pay the City money for a license, grant or concession allowing them to conduct a business on City premises.

On behalf of an Applicant that is a contractor pursuant to MCC Section 2-92-385, I hereby certify that the Applicant is in compliance with MCC Section 2-92-385(b)(1) and (2), which prohibit: (i) screening job applicants based on their wage or salary history, or (ii) seeking job applicants’ wage or salary history from current or former employers. I also certify that the Applicant has adopted a policy that includes those prohibitions.

Yes

No

N/A – I am not an Applicant that is a “contractor” as defined in MCC Section 2-92-385.

This certification shall serve as the affidavit required by MCC Section 2-92-385(c)(1).

If you checked “no” to the above, please explain.

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