

THIS AGREEMENT WILL BE POSTED ON THE CPS WEBSITE.

Google Cloud Master Agreement for G Suite for Education Services

This Google Cloud Master Agreement for G Suite for Education is comprised of the Google Cloud Master Agreement General Terms ("General Terms"), and the G Suite for Education Services Schedule and Order Forms, that are incorporated by reference into this Google Cloud Master Agreement for G Suite for Education (collectively, the "Agreement"), and is entered into by Google LLC, with offices at 1600 Amphitheatre Parkway, Mountain View, CA 94043 ("Google") and **Board of Education of City of Chicago**, with offices at 42 W. Madison, Chicago, Illinois ("Customer").

Google Cloud Master Agreement for Education General Terms

1. **Services.** After the parties complete and execute an Order Form (if applicable), (a) Google will provide the Services to Customer in accordance with the Agreement, including the SLAs, and (b) Customer may use the Services in accordance with the applicable Services Schedule. Google and Customer acknowledge that this Agreement governs the provision and use of G Suite for Education Services only excluding any other additional products or services that Google currently offer or may offer in the future such as professional services or implementation services. Google does not provide support to the Customer's End Users as stated in the G Suite Technical Support Services Guidelines (Section 2). Google will not provide onsite support and/or intentionally contact CPS students directly under this Agreement
2. **Customer Obligations.**
 - 2.1 **Consents.** Customer is responsible for any consents and notices required to permit (a) Customer's use and receipt of the Services and (b) Google's accessing, storing, and processing of data provided by Customer (including Customer Data, if applicable) under the Agreement.
 - 2.2 **Compliance.** Customer will (a) ensure that Customer and its End Users' use of the Services complies with the Agreement, (b) use commercially reasonable efforts to prevent and terminate any unauthorized access or use of the Services, and (c) promptly notify Google of any unauthorized use of, or access to, the Services of which Customer becomes aware.
 - 2.3 **Use Restrictions.** Customer will not, and will not allow End Users to, (a) copy, modify, create a derivative work of, reverse engineer, decompile, translate, disassemble, or otherwise attempt to extract any of the source code of the Services (except to the extent such restriction is expressly prohibited by applicable law); (b) sell, resell, sublicense, transfer, or distribute the Services; or (c) access or use the Services (i) in a manner intended to avoid incurring Fees; (ii) for materials or activities that are subject to the International Traffic in Arms Regulations (ITAR) maintained by the United States Department of State; (iii) in a manner that breaches, or causes the breach of, Export Control Laws; or (iv) to transmit, store, or process health information subject to United States HIPAA regulations except as permitted by an executed HIPAA BAA.



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3. Payment Terms.

- 3.1 Payment. If by mutual written agreement Customer purchases paid Services then Google will invoice Customer for the payable Fees. Customer will pay Google all invoiced payable amounts by the Payment Due Date. All payments are due in the currency described in the invoice. Wire transfer payments must include the bank information described in the invoice.
- 3.2 Taxes. Google will itemize any invoiced Taxes. Customer will pay invoiced Taxes unless Customer provides a valid tax exemption certificate. Customer may withhold Taxes if Customer provides a valid receipt evidencing the taxes withheld.
- 3.3 Invoice Disputes. Customer must submit any invoice disputes to collections@google.com before the Payment Due Date. If the parties determine that Fees were incorrectly invoiced, Google will issue a credit equal to the agreed amount.
- 3.4 Overdue Payments. Customer's payment of Fees, if any, is overdue if Google has not received it by the Payment Due Date. If Customer's payment is overdue, then Google may (i) charge interest on overdue amounts at 1.5% per month (or the highest rate permitted by law, if less) from the Payment Due Date until paid in full, and (ii) Suspend the Services or terminate the applicable Order Form.
- 3.5 Purchase Orders. If Customer requires a purchase order number on its invoice, Customer will provide a purchase order number in the Order Form. If Customer does not provide a purchase order number, then (a) Google will invoice Customer without a purchase order number, and (b) Customer will pay invoices without a purchase order number referenced. Any terms on a purchase order are void.

4. Intellectual Property.

- 4.1 Intellectual Property Rights. Except as expressly described in the Agreement, the Agreement does not grant either party any rights, implied or otherwise, to the other's content or Intellectual Property. As between the parties, Customer retains all Intellectual Property Rights in Customer Data and Customer Applications, and Google retains all Intellectual Property Rights in the Services and Software.
- 4.2 Feedback. At its option, and subject to the terms of Section 6 (Marketing and Publicity), Customer may provide feedback and suggestions about the Services to Google ("Feedback"). If Customer provides Feedback, then Google and its Affiliates may use that Feedback without restriction and without obligation to Customer.

5. Confidentiality.

- 5.1 Confidentiality Obligations. Each party will: (a) protect the other party's Confidential Information with the same standard of care it uses to protect its own Confidential Information; and (b) not disclose the Confidential Information, except to Affiliates, employees and agents who need to know it and who have agreed in writing to keep it confidential. Each party (and any Affiliates, employees and agents to whom it has disclosed Confidential Information) may use Confidential Information only to exercise rights and fulfill its obligations under this Agreement, while using reasonable care to protect it. Each party is responsible for any actions of its Affiliates, employees and agents in violation of this Section. Each party is responsible for any actions of its Affiliates, employees and agents in violation of this Section.



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5.2 Disclosure of Confidential Information.

- (a) Required Disclosure. Regardless of any other provision in the Agreement, the recipient and its Delegates may disclose the other party's Confidential Information (i) with the other party's written consent or (ii) in accordance with a Legal Process request, subject to Section 5.2(b) (Legal Process Notification).
- (b) Exceptions. Confidential Information does not include information that: (a) the recipient of the Confidential Information already knew; (b) becomes public through no fault of the recipient; (c) was independently developed by the recipient; or (d) was rightfully given to the recipient by another party.
- (c) Legal Process Notification. The recipient will use commercially reasonable efforts to notify the other party as provided in Section 13.1 (Notices) before disclosing that party's Confidential Information in accordance with Legal Process. Notice is not required before disclosure if the recipient is informed that (i) it is legally prohibited from giving notice or (ii) the Legal Process relates to exceptional circumstances involving danger of death or serious physical injury.
- (d) Opposition. The recipient will, and will ensure that its Delegates will, comply with the other party's reasonable requests to oppose disclosure of its Confidential Information.

5.3 Freedom of Information Act. Google acknowledges that the Agreement and all documents submitted to Customer related to the contract award are a matter of public record and are subject to the Illinois Freedom of Information Act (5 ILCS 140/1) and any other comparable state and federal laws and that the Agreement is subject to reporting requirements under 105 ILCS 5/10-20.44.

6. **Marketing and Publicity.** Customer may use Google's Brand Features in connection with the Agreement as permitted in the Agreement; Google may use Customer's Brand Features with Customer's prior written approval. Google's requests to use Customer name or Customer Brand Features must be in writing and addressed to Customer's Chief Communications Officer by sending an email to communications@cps.edu. Customer may state publicly that it is a Google customer and display Google Brand Features in accordance with the Trademark Guidelines. Additionally, with prior written consent, the parties may engage in joint marketing activities such as customer testimonials, press engagements, public speaking events, and analyst interviews. A party may revoke the other party's right to use its Brand Features with 30 days' written notice. Any use of a party's Brand Features will inure to the benefit of the party holding Intellectual Property Rights to those Brand Features.

7. **Representations and Warranties.** Each party represents and warrants that it (a) has full power and authority to enter into the Agreement and (b) will comply with all laws and regulations applicable to its provision, receipt, or use of the Services, as applicable, throughout the Term of the Agreement, including any renewal of it.

8. **Disclaimer.** Except as expressly provided for in the Agreement, to the fullest extent permitted by applicable law, Google (a) does not make any warranties of any kind, whether express, implied, statutory, or otherwise, including warranties of merchantability, fitness for a particular use, noninfringement, or error-free or uninterrupted use of the Services or Software and (b) makes no representation about content or information accessible through the Services. The Services are not intended to be used for High Risk Activities. Any use of the Services for High Risk



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Activities by Customer or its End Users will be at Customer's own risk, and Customer will be solely liable for the results of any failure of the Services when used for High Risk Activities.

9. Indemnification and Intellectual Property Infringement.

9.1 Google Indemnification Obligations. Google will defend Customer and its Affiliates participating under the Agreement ("Customer Indemnified Parties"), and indemnify them against Indemnified Liabilities in any Third-Party Legal Proceeding to the extent arising from an allegation that the Customer Indemnified Parties' use of Google Indemnified Materials infringes the third party's Intellectual Property Rights.

9.2 Customer Intellectual Property Infringement. If Google is damaged or becomes subject to a Third-Party Legal Proceeding as a result of Customer's infringement of any third-party intellectual property, Google reserves all rights to pursue available remedies under applicable federal, state, or local law.

9.3 Indemnification and Intellectual Property Infringement Exclusions. Sections 9.1 (Google Indemnification Obligations) and 9.2 (Customer Intellectual Property infringement) will not apply to the extent the underlying allegation arises from (a) the Customer's or Google's breach of the Agreement or (b) a combination of the Google Indemnified Materials or Customer Materials (as applicable) with materials not provided by Google or the Customer under the Agreement, unless the combination is required by the Agreement.

9.4 Indemnification Conditions. Sections 9.1 (Google Indemnification Obligations)) is conditioned on the following:

(a) Customer must promptly notify Google in writing of any allegation(s) that preceded the Third-Party Legal Proceeding and cooperate reasonably with Google to resolve the allegation(s) and Third-Party Legal Proceeding. If breach of this Section 9.4(a) prejudices the defense of the Third-Party Legal Proceeding, then Google's obligations under Section 9.1 (Google Indemnification Obligations) will be reduced in proportion to the prejudice.

(b) Customer must tender sole control of the indemnified portion of the Third-Party Legal Proceeding to Google, subject to the following: (i) the Customer may appoint its own non-controlling counsel, at its own expense; and (ii) any settlement requiring the Customer to admit liability, pay money, or take (or refrain from taking) any action, will require the Customer's prior written consent, not to be unreasonably withheld, conditioned, or delayed.

9.5 Remedies.

(a) If Google reasonably believes the Services might infringe a third party's Intellectual Property Rights, then Google may, at its sole option and expense, (i) procure the right for Customer to continue using the Services, (ii) modify the Services to make them non-infringing without materially reducing their functionality, or (iii) replace the Services with a non-infringing, functionally equivalent alternative.

(b) If Google does not believe the remedies in Section 9.5(a) are commercially reasonable, then Google may Suspend or terminate the impacted Services.



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9.6 Sole Rights and Obligations. Without affecting either party's termination rights, this Section 9 (Indemnification) states the parties' sole and exclusive remedy under the Agreement for any third-party allegations of Intellectual Property Rights infringement covered by this Section 9 (Indemnification).

10. Liability.

10.1 Limited Liabilities.

(a) To the extent permitted by applicable law and subject to Section 10.2 (Unlimited Liabilities), neither party will have any Liability arising out of or relating to the Agreement for any
(i) indirect, consequential, special, incidental, or punitive damages or
(ii) lost revenues, profits, savings, or goodwill.

(b) Each party's total aggregate Liability for damages arising out of or relating to the Agreement is limited to the Fees Customer paid under the applicable Services Schedule during the 12 month period before the event giving rise to Liability. Notwithstanding the foregoing, if direct damages arise out of or relating to a breach by Google of its obligations as stated in Section 5 (Confidentiality) of the General Terms and Section 2 (Data Processing and Security) of the applicable Services Schedule of this Agreement or the HIPAA Business Associate Addendum, Google's total aggregate liability is increased to up to FIVE MILLION UNITED STATES DOLLARS.

10.2 Unlimited Liabilities. Subject to applicable laws, nothing in the Agreement excludes or limits either party's Liability for:

- (a) subject to Section 8 (Disclaimer), death, personal injury, or tangible personal property damage resulting from its negligence or the negligence of its employees or agents;
- (b) its fraud or fraudulent misrepresentation;
- (c) its obligations under Section 9 (Indemnification and Intellectual Property Infringement);
- (d) its infringement of the other party's Intellectual Property Rights;
- (e) its payment obligations under the Agreement; or
- (f) matters for which liability cannot be excluded or limited under applicable law.

11. Term and Termination.

11.1 Agreement Term. The Agreement will remain in effect for 3 years ("Term"). The Agreement may be renewed, one time, for an additional 3-year term ("Renewal Term") upon mutual written agreement by the parties to the continuation of the same terms and conditions. Notwithstanding the foregoing, if Customer continues using any Services covered under the scope of this Agreement beyond the Term or the Renewal Term, the terms of this Agreement will continue to govern the additional use.

11.2 Termination for Convenience. Subject to any financial commitments in an Order Form or addendum to the Agreement, if any, Customer may terminate the Agreement or an Order Form for convenience with 30 days' prior written notice to Google.



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11.3 Termination for Breach.

- (a) Termination of an Order Form. Either party may terminate an Order Form if the other party is in material breach of the applicable Services Schedule and fails to cure that breach within 30 days after receipt of written notice.
- (b) Termination of the Agreement. Either party may terminate the Agreement if the other party (i) is in material breach of the Agreement and fails to cure that breach within 30 days after receipt of written notice, (ii) ceases its business operations, or (iii) becomes subject to insolvency proceedings and such proceedings are not dismissed within 90 days.

11.4 Effects of Termination. If the Agreement terminates or expires, then all Services Schedules and Order Forms also terminate or expire. If an Order Form terminates or expires, then after that Order Form's termination or expiration effective date, (a) all rights and access to the Services under that Order Form will terminate (including access to Customer Data, if applicable), unless otherwise described in the applicable Services Schedule, and (b) Google will send Customer a final invoice (if applicable) for payment obligations under that Order Form. Termination or expiration of one Order Form will not affect other Order Forms.

11.5 Survival. The following Sections will survive expiration or termination of the Agreement: Section 3 (Payment Terms), Section 4 (Intellectual Property), Section 5 (Confidentiality), Section 8 (Disclaimer), Section 9 (Indemnification), Section 10 (Liability), Section 11.4 (Effects of Termination), Section 12 (Miscellaneous), Section 13 (Definitions), and any additional sections specified in the applicable Services Schedule.

12. Insurance. Google shall procure and maintain insurance coverage detailed in this Section during the term of this Agreement, whether performed by Google or by subcontractors. Google shall submit to Customer satisfactory evidence of insurance coverage upon request. Google's insurance company, or its representative, shall submit an insurance certificate evidencing all coverage as required hereunder and indicating the additional insured status as required below. The certificate must provide thirty (30) days prior written notice of material change, cancellation, or non-renewal be given to:

Risk Management
Board of Education of the City of Chicago
42 W. Madison
Chicago, IL 60602
Riskmanagement@cps.edu

Any failure of Customer to demand or receive proof of insurance coverage shall not constitute a waiver of Google's obligation to obtain the required insurance. Any deductibles or self-insured retentions on referenced insurance coverage must be borne by Google.

The coverages and limits furnished by Google in no way limit Google's liabilities and responsibilities specified within the Agreement or by law. The required insurance is not limited by the limitations of liability in this Agreement or any limitation placed on the indemnity in this Agreement given as a matter of law.

Google must register with the insurance certificate monitoring company designated by the Customer stated below, and must maintain a current insurance certificate on file during the entire time of providing services to Customer. Google must register and pay the initial annual monitoring fee to the insurance certificate monitoring company prior to performing



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services for customer. The initial annual monitoring fee is currently twelve dollars (\$12.00) per year, but is subject to change.

Each year, google will be notified 30 to 45 days prior to the expiration date of their required insurance coverage (highlighted on their latest submitted insurance certificate on file) that they must submit an updated insurance certificate with the insurance certificate monitoring company. Insurance certificate submissions and related annual fees are required to be made online at the dedicated website established by the certificate monitoring company identified below. Questions on submissions and payment options should be directed to the certificate monitoring company.

Certificate Monitoring Company:

Topiary Communications, Inc.

211 W Wacker – Suite 220

Chicago, Illinois 60606

Phone – (312) 494-5709

Email – Dans@Topiarycomm.Net

Website for online registration, insurance certificate submissions and annual fee payments: <http://www.cpsvendorcert.com>

Minimum insurance requirements include coverage for the following:

- (a) Workers' compensation and employers' liability insurance for all employees as required by law with limits of not less than One Million Dollars (\$1,000,000.00);
- (b) Commercial general liability insurance with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the aggregate for bodily injury, property damage, contractual liability, and products/Completed operations arising out of this Agreement. Customer will be included as an additional insured under Google's commercial general liability insurance policy or if Google is self-insured, as described in section e below, Google will treat Customer as an additional insured.
- (c) Umbrella or excess liability insurance with limits of not less than Two Million Dollars (\$2,000,000.00) per occurrence and in the aggregate, providing coverage in excess of primary coverage, commercial general liability and employer's liability.
- (d) The coverages and limits furnished by Google in no way limit Google's liabilities and responsibilities specified within this Agreement or by law. The required insurance to be carried is not limited by any limitations expressed in the indemnification or any other language in this Agreement, if any, or any limitation placed on the indemnity in this Agreement given as a matter of law.
- (e) Self Insurance. Google may satisfy the insurance requirements in this Section, in whole or in part, through a corporate wide self-insurance or deductible program.
- (f) Waiver of Subrogation. Google will obtain a waiver of rights of subrogation regarding the Commercial General Liability insurance and Workers' Compensation and Employer's Liability insurance by each insurer in favor of Customer.
- (g) Cyber and Privacy Liability Insurance. Google will maintain cyber and privacy liability insurance coverage under its Errors and Omissions policy, with limits at least Ten



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Million (\$10,000,000) for actual or alleged acts, errors, or omissions committed by Google, its employees, or agents including the following perils: (a) unauthorized use/access of network, including Google computer systems; (b) broad coverage for regulatory action (defense costs, civil awards, and civil fines) where insurable; (c) failure to adequately protect confidential information (personal and commercial information); (d) notification costs, whether or not required by statute or regulatory bodies, including Privacy Commissioners; and (e) crisis management costs, including forensic investigation - public relations costs - cyber extortion, including e-threat and e-vandalism expenses; and (e) failure to prevent transmission of malicious code.

13. Miscellaneous.

- 13.1 Notices. Google will provide notices under the Agreement to Customer by sending an email to the Notification Email Address. All notices of termination or breach must be in writing and addressed to Customer at purchasing@cps.edu and its@cps.edu with a copy to Customer's legal department at transactions@cps.edu. Customer will provide notices under the Agreement to Google by sending an email to legal-notices@google.com. Notice will be treated as received when the email is sent. Customer is responsible for keeping its Notification Email Address current throughout the Term in the Admin Console. Nothing in this section shall be construed as a waiver of service of process. Service of process shall be provided as required by the Code of Civil Procedure. For avoidance of doubt, service of process to Google will only be valid if made to Google's agent for service of process in Illinois, Illinois Corporation Service Company, 801 Adlai Stevenson Drive, Springfield, IL 62703, unless otherwise stated in writing by Google.
- 13.2 Emails. The parties may use emails to satisfy written approval and consent requirements under the Agreement.
- 13.3 Assignment. Neither party may assign the Agreement without the written consent of the other, except to an Affiliate where (a) the assignee has agreed in writing to be bound by the terms of the Agreement, (b) the assigning party remains liable for obligations under the Agreement if the assignee defaults on them, and (c) the assigning party has notified the other party of the assignment. Any other attempt to assign is void.
- 13.4 Change of Control. If a party experiences a change of Control other than an internal restructuring or reorganization, then (a) that party will give written notice to the other party within 30 days after the change of Control and (b) the other party may immediately terminate the Agreement any time within 30 days after it receives that written notice.
- 13.5 Force Majeure. Neither party will be liable for failure or delay in performance of its obligations to the extent caused by circumstances beyond its reasonable control, including acts of God, natural disasters, terrorism, riots, or war.
- 13.6 Subcontracting. Google may subcontract obligations under the Agreement but will remain liable to Customer for any subcontracted obligations.
- 13.7 No Agency. The Agreement does not create any agency, partnership, or joint venture between the parties.
- 13.8 No Waiver. Neither party will be treated as having waived any rights by not exercising (or delaying the exercise of) any rights under the Agreement.



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- 13.9 Severability. If any part of the Agreement is invalid, illegal, or unenforceable, the rest of the Agreement will remain in effect.
- 13.10 No Third-Party Beneficiaries. The Agreement does not confer any rights or benefits to any third party unless it expressly states that it does.
- 13.11 Equitable Relief. Nothing in the Agreement will limit either party's ability to seek equitable relief.
- 13.12 Governing Law.
- (a) For City, County and State Government entities. If Customer is a city, county, or state government entity, then the parties agree to remain silent regarding governing law and venue.
- (b) For all other entities. All claims arising out of or relating to the Agreement or the Services will be governed by California law, excluding that state's conflict of laws rules, and will be litigated exclusively in the federal or state courts of Santa Clara County, California; the parties consent to personal jurisdiction in those courts.
- 13.13 Amendments. Except as specifically described otherwise in the Agreement, any amendment to the Agreement must be in writing, expressly state that it is amending the Agreement, and be signed by both parties.
- 13.14 Independent Development. Nothing in the Agreement will be construed to limit or restrict either party from independently developing, providing, or acquiring any materials, services, products, programs, or technology that are similar to the subject of the Agreement, provided that the party does not breach its obligations under the Agreement in doing so.
- 13.15 Entire Agreement. The Agreement (including all documents referenced herein), states all terms agreed between the parties, and supersedes any prior or contemporaneous agreements between the parties relating to the subject matter of the Agreement. In entering into the Agreement, neither party has relied on, and neither party will have any right or remedy based on, any statement, representation, or warranty (whether made negligently or innocently), except those expressly described in the Agreement. The terms located at a URL and referenced in this Agreement are hereby incorporated by this reference. The parties will operate at all times in accordance with the terms of this Agreement.
- 13.16 Conflicting Terms. If there is a conflict among the documents that make up the Agreement, then the documents will control in the following order: the applicable Order Form, the applicable Services Schedule, the General Terms, and the URL Terms.
- 13.17 Conflicting Languages. If the Agreement is translated into any other language, and there is a discrepancy between the English text and the translated text, the English text will control.
- 13.18 Counterparts. The parties may execute the Agreement in counterparts, including facsimile, PDF, and other electronic copies, which taken together will constitute one instrument.
- 13.19 Electronic Signatures. The parties consent to electronic signatures.
- 13.20 Headers. Headings and captions used in the Agreement are for reference purposes only and will not have any effect on the interpretation of the Agreement.



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- 13.21 Conflict of Interest: The Agreement is not legally binding on Customer 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 a one year period following expiration or other termination of their office.
- 13.22 Indebtedness: Google agrees to comply with Customer's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), which policy is hereby incorporated into and made a part of the Agreement as Exhibit E.
- 13.23 Ethics: Google represents to the best of Google's knowledge that no officer, agent or employee of Customer is or shall be employed by Google or has or shall have a financial interest, directly, or indirectly, in the Contract or the compensation to be paid hereunder except as may be permitted in writing by Customer's Code of Ethics adopted May 25, 2011 (11-0525-PO2), which policy is hereby incorporated into and made a part of the Agreement as Exhibit F.
- 13.24 Inspector General: Each party to the Agreement hereby acknowledges that in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Board of Education of the City of Chicago has the authority to conduct certain investigations.

14. Definitions.

"Affiliate" means any entity that directly or indirectly Controls, is Controlled by, or is under common Control with a party.

"AUP" means Google's acceptable use policy as defined in the applicable Services Schedule.

"BAA" or "Business Associate Agreement" is an amendment to the Agreement covering the handling of Protected Health Information (as defined in HIPAA).

"Brand Features" means each party's trade names, trademarks, logos, domain names, and other distinctive brand features.

"Confidential Information" means information that one party (or an Affiliate) discloses to the other party under the Agreement, and that is marked as confidential or would normally be considered confidential information under the circumstances. Customer Data is Customer's Confidential Information.

"Control" means control of greater than 50% of the voting rights or equity interests of a party.

"Customer Application" has the meaning described in the Services Schedule.

"Customer Data" has the meaning described in the Services Schedule (if applicable).

"Customer Indemnified Materials" has the meaning described in the applicable Services Schedule.

"Effective Date" means April 1, 2020.

"End User" or "Customer End User" means an individual that Customer permits to use the Services or a Customer Application.



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"Export Control Laws" means all applicable export and re-export control laws and regulations, including (i) the Export Administration Regulations ("EAR") maintained by the U.S. Department of Commerce, (ii) trade and economic sanctions maintained by the U.S. Treasury Department's Office of Foreign Assets Control, and (iii) the International Traffic in Arms Regulations ("ITAR") maintained by the U.S. Department of State.

"Fees" means the product of the amount of Services used or ordered by Customer multiplied by the Prices, plus any applicable Taxes.

"Google Indemnified Materials" has the meaning described in the applicable Services Schedule.

"High Risk Activities" means activities where the failure of the Services could lead to death, serious personal injury, or severe environmental or property damage.

"HIPAA" means the Health Insurance Portability and Accountability Act of 1996 as it may be amended from time to time, and any regulations issued under it.

"including" means including but not limited to.

"Indemnified Liabilities" means any (i) settlement amounts approved by the indemnifying party, and (ii) damages and costs finally awarded against the indemnified party and its Affiliates by a court of competent jurisdiction.

"Intellectual Property" or "IP" means anything protectable by an Intellectual Property Right.

"Intellectual Property Right(s)" means all patent rights, copyrights, trademark rights, rights in trade secrets (if any), design rights, database rights, domain name rights, moral rights, and any other intellectual property rights (registered or unregistered) throughout the world.

"Legal Process" means an information disclosure request made under law, governmental regulation, court order, subpoena, warrant, governmental regulatory or agency request, or other valid legal authority, legal procedure, or similar process.

"Liability" means any liability, whether under contract, tort (including negligence), or otherwise, regardless of whether foreseeable or contemplated by the parties.

"Notification Email Address" has the meaning described in the applicable Services Schedule.

"Order Form" has the meaning described in the applicable Services Schedule.

"Order Term" means the period of time starting on the Services Start Date for the Services and continuing for the period indicated on the Order Form unless terminated in accordance with the Agreement.

"Payment Due Date" means 30 days from the invoice date.

"Prices" has the meaning described in the applicable Services Schedule. Unless described otherwise in the applicable Services Schedule, Prices do not include Taxes.

"Renewal Term" means a one time 3 year period starting after the expiration of the Term.



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“Service Level Agreement” or “SLA” has the meaning described in the Services Schedule.

“Services” means G Suite for Education Services.

“Services Schedule(s)” means a schedule to the Agreement with terms that apply only to the services and software (if applicable) described in that schedule.

“Services Start Date” means either the start date described in the Order Form or, if none is specified in the Order Form, the date Google makes the Services available to Customer.

“Software” has the meaning described in the Services Schedule (if applicable).

“Suspend” or “Suspension” means disabling access to or use of the Services or components of the Services.

“Taxes” means all government-imposed taxes, except for taxes based on Google’s net income, net worth, asset value, property value, or employment.

“Term” means the period starting on the Effective Date and continuing for 3 years or until the expiration or termination of all Order Terms.

“Third-Party Legal Proceeding” means any formal legal proceeding filed by an unaffiliated third party before a court or government tribunal (including any appellate proceeding).

“Trademark Guidelines” means Google’s Brand Terms and Conditions described at <https://www.google.com/permissions/trademark/brand-terms.html>.

“URL” means a uniform resource locator address to a site on the internet.

“URL Terms” has the meaning described in the Services Schedule.

“Use Restrictions” means the restrictions in Section 2.3 (Use Restrictions) of these General Terms and any additional restrictions on the use of Services described in a section entitled “Additional Use Restrictions” in the applicable Services Schedule.

Signed by the parties’ authorized representatives on the dates below.

Google LLC (“Google”)

**Board of Education of City of Chicago
 (“Customer”)**

DS
RB


Philipp Schindler
Authorized Signatory

2020.07.27
15:38:24
-07'00'

Title:

Date:

DocuSigned by:

By:


672BAF79E1F9427...

Print Name: Miguel del Valle

Title: President

Date: July 30, 2020



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DocuSigned by:
By: *Estela G. Beltran*
06FC32BB76214FE...
Print Name: Estela G. Beltran

Title: Secretary

Date: July 30, 2020

DocuSigned by:
By: *Janice K. Jackson*
7970DEEE92FD49F...
Print Name: Janice K.. Jackson, Ed.L

Title: Chief Executive Officer

Date: July 30, 2020

Board Report No. 20-0226-PR8

Approved as to legal form: ^{DS} ^{DS} ^{DS}

DocuSigned by:
Joseph T. Moriarty
574EC59C33144C5...

Joseph T. Moriarty
General Counsel



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Google Cloud Master Agreement G Suite for Education Services Schedule

This G Suite for Education Services Schedule (the “Services Schedule”) supplements and is incorporated by reference into the Google Cloud Master Agreement. This Services Schedule applies solely to the services described in this Services Schedule and is effective so long as there is an active Order Form. Terms defined in the General Terms apply to this Services Schedule.

1. Using the Services.

- 1.1 Admin Console. Google will provide Customer access to the Admin Console through which Customer may manage its use of the Services. Customer may specify one or more Administrators through the Admin Console who will have the right to access Admin Accounts. Customer is responsible for (a) maintaining the confidentiality and security of the End User Accounts and associated passwords and (b) any use of the End User Accounts. Customer agrees that Google’s responsibilities do not extend to the internal management or administration of the Services for Customer.
- 1.2 Additional Use Restrictions. Unless otherwise permitted in the G Suite Service Specific Terms, Customer will not use, and will not allow End Users to use, the Services to place or receive emergency services calls.
- 1.3 Requesting Additional End User Accounts During Order Term. Customer may purchase additional End User Accounts during an Order Term by (a) executing an additional Order Form reflecting the purchase with Google or (b) ordering End User Accounts via the Admin Console. Such additional End User Accounts will have a pro-rated term ending on the last day of the applicable Order Term.
- 1.4 COPPA and Parental Consent. If Customer allows End Users under the age of 13 to use the Services, then Customer consents to the collection and use of personal information from End Users in the Services, as described in the G Suite for Education Privacy Notice, as required under the Children’s Online Privacy Protection Act. Customer will obtain parental consent for the collection and use of personal information in the Additional Products (also known as “Additional Services”) that Customer allows End Users to access before allowing any End Users under the age of 18 to use those services.

2. Data Processing and Security.

- 2.1 Data Processing Amendment. The Data Processing Amendment is incorporated into this Services Schedule once Customer accepts it in the Admin Console. If the processing of Personal Data under the Agreement is subject to the GDPR, then Customer will accept the Data Processing Amendment in the Admin Console.
- 2.2 Updates to Data Processing Amendment. Google may only change the Data Processing Amendment where such change is required to comply with applicable law, applicable regulation, court order, or guidance issued by a governmental regulator or agency, where such change is expressly permitted by the Data Processing Amendment, or where such change meets all of the following requirements:

(a) the change is commercially reasonable;

(b) the change does not result in a degradation of the overall security of the Services;



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- (c) the change does not expand the scope of or remove any restrictions on Google's processing as described in Section 5.2 (Scope of Processing) of the Data Processing Amendment; and
- (d) the change does not otherwise have a material adverse impact on Customer's rights under the Data Processing Amendment.

If Google makes a material change to the Data Processing Amendment in accordance with this Section 2.2, Google will notify Customer.

2.3 Family Education Rights and Privacy Act. The parties acknowledge that (a) Customer Data may include information from education records that are subject to FERPA; and (b) to the extent that Customer Data includes such information, Google agrees to be considered a "School Official" (as that term is used in FERPA) and will comply with FERPA, as applicable to its provision of the Services as a School Official.

2.4 Privacy Notice. The G Suite for Education Privacy Notice governs how Google collects and uses information from Customer or End Users.

2.5 Student Online Personal Protection Act ("SOPPA").

- (a) Subject to the terms of Section 1.4 (COPPA) and 2.3 (FERPA), the parties acknowledge that (a) Customer Data may include student information that is subject to SOPPA including the categories listed in the G Suite for Education Privacy Notice ; (b) to the extent Customer Data includes such information, Google acknowledges for purposes of this Agreement to be an "Operator" (as the term is used in SOPPA) and pursuant to FERPA is acting as a "school official" with a the legitimate educational interest (c) Google is performing an institutional service or function for which the school would otherwise use employees, under the direct control of Customer with respect to the processing of Covered Information for which Customer would otherwise use employees; (d) Google shall use the Covered Information only for a purpose authorized by Customer under SOPPA in accordance with Customer's instructions; and (e) Google shall not re-disclose Covered Information to third parties or Affiliates except as authorized under this Agreement or with permission from the Customer or pursuant to court order, unless otherwise permitted under applicable law. "Covered information" as used in this paragraph has the meaning set forth in 105 Ill. Comp. Stat. 85/5 as amended.
- (b) Data Incident. If a Data Incident, as defined in Section 2.1 of the Data Processing Amendment is attributed to Google, Google will be liable for its own costs and expenses for its actions taken pursuant to Section 7.2 of the Data Processing Amendment in compliance with the requirements under SOPPA. Customer will be liable for its costs and expenses incurred in investigating and remediating the Data Incident.
- (c) Data Deletion. Google will delete Covered Information (also identified in the Data Processing Amendment as "Customer Data") in accordance with Section 6 (Data Deletion) of the Data Processing Amendment and Section 2.2 (Updates to Data Processing Amendment) of this Services Schedule. Google's current policy states that Data will be removed within 180 days after receiving Customer's deletion instructions or termination of the Agreement (subject to change as described in Section 2.2 of this Services Schedule)
- (d) Publication. Customer will make available for public inspection on Customer's website or, if Customer does not have a website, then at Customer's administrative office, this section, along with the G Suite for Education Privacy Notice, the Data Processing



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Amendment, and the definitions of “Additional Products” and “Services” in this Services Schedule.

- (e) Google will provide to Customer a list of any third party affiliates to whom Google is currently disclosing Covered Information or has disclosed Covered Information. This list must, at a minimum, be updated and provided to Customer by the beginning of each State fiscal year and the beginning of each calendar year. Customer acknowledges and agrees that the information required herein is provided by Google and can be reviewed by Customer at any time by accessing the following URL link <https://gsuite.google.com/intl/en/terms/subprocessors.html> (or such other URL link as Google may provide).

- 3. Additional Payment Terms.** Google and Customer acknowledge that under the current terms of this Agreement Google will not charge Customer fees for the Services. Solely upon the parties’ execution of an Order Form, Google may charge Customer Fees for paid editions of the Services or for option functionality or enhancements that may be added to the Services by Google.

- 3.1 Usage and Invoicing. (If Fees agreed to by the parties by written agreement) Customer will pay all Fees for the Services. Google’s measurement tools will be used to determine Customer’s usage of the Services. Unless otherwise provided in an Order Form or required by law, Fees for Services are nonrefundable.

- 3.2 Price Revisions. (If Fees agreed to by the parties by written agreement) Google may modify the Prices at any time unless otherwise expressly agreed in an addendum or Order Form to this Services Schedule. Google will notify Customer at least 30 days in advance of any Price increases.

4. Modifications.

- 4.1 Modifications to URL Terms. Google may change the URL Terms, subject to the following:

- (a) Notification of Material Changes. Google will notify Customer of any material change to the URL Terms.

- (b) When Changes Take Effect. Material changes to the URL Terms will become effective 30 days after notice is given, except that (i) materially adverse SLA changes will become effective 90 days after notice is given and (ii) changes applicable to new Services or functionality, or required by a court order or applicable law, will be effective immediately.

- (c) Objection to Changes.

- (i) If a change to the URL Terms (other than as described in Section 4.1(b)(ii)) has a material adverse impact on Customer, then Customer may object to the change by notifying Google within 30 days after Google provides notice.

- (ii) If Customer so notifies Google, then Customer will remain governed by the URL Terms in effect immediately before the change until the earlier of (1) the end of the then-current Order Term or (2) 12 months after the notice was given.



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4.2 Modifications to Services.

- (a) Deprecation Policy. Google will notify Customer at least 12 months before a Significant Deprecation unless Google reasonably determines that (i) Google is not permitted to do so by law or by contract (including if there is a change in applicable law or contract) or (ii) continuing to provide the Service that is subject to the Significant Deprecation could create a security risk or substantial economic or technical burden.
- (b) Other Modifications. Subject to Section 4.2(a) (Deprecation Policy), Google may make changes to the Services, which may include adding, updating, or discontinuing any Services or portion or feature(s) of the Services. Google will notify Customer of any material change to the Core Services.

5. Temporary Suspension.

- 5.1 Limitations on Services Suspension. Google may Suspend Services as described in Sections 5.2 (AUP Breaches) and 5.3 (Emergency Suspension). Any Suspension under those Sections will be to the minimum extent and for the shortest duration required to (a) prevent or terminate the offending use, (b) prevent or resolve the Emergency Security Issue, or (c) comply with applicable law.
 - 5.2 AUP Breaches. If Google becomes aware that Customer's or any End User's use of the Services breaches the AUP, Google will request that Customer correct the breach. If Customer fails to correct such breach within 24 hours of such request, or if Google is otherwise required by applicable law to take action, then Google may Suspend Services
 - 5.3 Emergency Suspension. Google may immediately Suspend Customer's use of the Services or an End User Account if (a) there is an Emergency Security Issue, or (b) Google is required to Suspend such use to comply with applicable law, At Customer's request, unless prohibited by applicable law, Google will notify Customer of the basis for the Suspension as soon as is reasonably possible. For Suspensions of End User Accounts, Google will provide Customer's Administrator the ability to restore End User Accounts in certain circumstances.
6. Technical Support. Google will provide G Suite Technical Support Services to Customer during the Order Term in accordance with the G Suite Technical Support Services Guidelines.

7. Additional Customer Responsibilities.

- 7.1 Customer Domain Name Ownership. Customer is responsible for obtaining and maintaining any rights necessary for Customer's and Google's use of the Customer Domain Names under the Agreement. Before providing the Services, Google may require that Customer verify that Customer owns or controls the Customer Domain Names. If Customer does not own or control the Customer Domain Names, then Google will have no obligation to provide the Services to Customer.
- 7.2 Abuse Monitoring. Customer is solely responsible for monitoring, responding to, and otherwise processing emails sent to the "abuse" and "postmaster" aliases for Customer Domain Names, but Google may monitor emails sent to these aliases to allow Google to identify Services abuse.

- 8. Using Brand Features Within the Services. Google will display only those Customer Brand Features that Customer authorizes Google to display by uploading them into the



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Services. Google will display those Customer Brand Features within designated areas of the web pages displaying the Services to End Users. Customer may specify the nature of this use in the Admin Console. Google may also display Google Brand Features on such web pages to indicate that the Services are provided by Google.

9. Additional Products. Google makes optional Additional Products available to Customer and its End Users. Customer's use of Additional Products is subject to the Additional Product Terms.

10. Reseller Orders. This Section applies if Customer orders the Services from a Reseller under a Reseller Agreement.

10.1 Orders. If Customer orders Services from Reseller, then (a) fees for the Services will be set between Customer and Reseller, and any payments will be made directly to Reseller under the Reseller Agreement; (b) the provisions in General Terms Section 3 (Payment Terms) will not apply to the Services; (c) Customer will receive applicable SLA credits (if any) from Reseller; (d) Google may share Customer Confidential Information with Reseller as a Delegate subject to General Terms Section 5.1 (Confidentiality Obligations); and (e) Customer may request additional End User Accounts during the Order Term by contacting Reseller.

10.2 Reseller as Administrator. At Customer's discretion, Reseller may access Customer's Account or Customer's End User Accounts. As between Google and Customer, Customer is solely responsible for (a) any access by Reseller to Customer's Account or Customer's End User Accounts and (b) defining in the Reseller Agreement any rights or obligations as between Reseller and Customer with respect to the Services.

10.3 Reseller Verification of Domain Names. Reseller may verify that Customer owns or controls the Customer Domain Names. If Customer does not own or control the Customer Domain Names, then Google will have no obligation to provide the Services to Customer.

10.4 Reseller Technical Support. Customer acknowledges and agrees that Reseller may disclose End User Personal Data to Google as reasonably required in order for Reseller to handle any support issues that Customer escalates to or via Reseller.

11. Termination of Previous Agreements. If Google and Customer have previously entered into a G Suite Agreement, then that agreement will terminate on the Services Start Date, and the Agreement will govern the provision and use of the Services going forward.

12. Additional Definitions.

"Additional Products" or "Additional Services" means products, services, and applications that are not part of the Services but may be accessible for use in conjunction with the Services.

"Additional Product Terms" means the then-current terms at https://gsuite.google.com/intl/en/terms/additional_services.html.

"Admin Account" means a type of End User Account that Customer (or Reseller, if applicable) may use to administer the Services.



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“Admin Console” means the online console(s) and tool(s) provided by Google to Customer for administering (i) the Services under this Services Schedule and (ii) the services set out in a Complementary Product Services Summary (if applicable).

“Administrator” means Customer-designated personnel who administer the Services to End Users on Customer’s behalf, and have the ability to access Customer End User Accounts. Such access includes the ability to access, monitor, use, modify, withhold, or disclose any data available to End Users associated with their End User Accounts.

“AUP” means the then-current acceptable use policy for the Services described at https://gsuite.google.com/terms/use_policy.html?_ga=2.33472254.-1394016386.1564594573. A version current as of the Effective Date is attached as Exhibit A for reference only.

“Complementary Product Services Summary” has the meaning given in the Data Processing Amendment.

“Core Services” means the then-current “Core Services for G Suite” as described in the Services Summary at https://gsuite.google.com/terms/user_features.html.

“Customer Data” means data submitted, stored, sent, or received via the Services by Customer or its End Users

“Customer Domain Name” means the following domain names owned or controlled by Customer, which will be used in connection with the Services: **gapps.cps.edu**. Customer may provide the Services to any of its sub-domains (for example, if Customer Domain Name is “edu.com”, a sub-domain may include “alumni.edu.com”) without written approval from Google.

“Customer Indemnified Materials” means Customer Data and Customer Brand Features.

“Data Processing Amendment” means the then-current terms describing data protection and processing obligations with respect to Customer Data, as described at https://gsuite.google.com/terms/dpa_terms.html. A version current as of the Effective Date is attached as Exhibit B for reference only.

“Emergency Security Issue” means either (a) Customer’s or an End User’s use of the Services in breach of the AUP, where such use could disrupt (i) the Services, (ii) other customers’ or their customer end users’ use of the Services, or (iii) the Google network or servers used to provide the Services; or (b) unauthorized third-party access to the Services.

“End User Account” means a Google-hosted account established by Customer through the Services for an End User to use the Services.

“FERPA” means the Family Educational Rights and Privacy Act (20 U.S.C. 1232g) and the Family Educational Rights and Privacy Act Regulations (34 CFR Part 99), as amended or otherwise modified from time to time.

“GDPR” has the meaning given to it in the Data Processing Amendment.

“Google Indemnified Materials” means Google’s technology used to provide the Services and Google’s Brand Features.



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"G Suite for Education Privacy Notice" means the notice at the following URL: https://gsuite.google.com/intl/en/terms/education_privacy.html, or such other URL as Google may provide. A version of the Privacy Notice current as of the Effective Date is attached as Exhibit C for reference only.

"G Suite Service Specific Terms" means the then-current terms specific to one or more Services described at <https://gsuite.google.com/terms/service-terms/>.

"G Suite Technical Support Services" or "TSS" means the technical support service provided by Google to Customer under the G Suite Technical Support Services Guidelines.

"G Suite Technical Support Services Guidelines" or "TSS Guidelines" means the then-current G Suite support service guidelines described at <https://gsuite.google.com/terms/tssg.html>.

"Notification Email Address" means the email address(es) designated by Customer in the Admin Console.

"Order Form" means (i) if a Customer orders via a Reseller, then the order form issued by the Reseller and executed by Customer and the Reseller, otherwise (ii) an order form issued by Google and executed by Customer and Google specifying the Services Google will provide to Customer under this Services Schedule.

"Other Services" means the then-current "Other Services for G Suite" as described in the Services Summary at https://gsuite.google.com/terms/user_features.html.

"Personal Data" has the meaning given to it in the Data Processing Amendment.

"Prices" means (i) for orders from a Reseller, the applicable prices agreed in the Reseller Agreement, otherwise (ii) the applicable prices described at <https://gsuite.google.com/pricing.html>, unless otherwise agreed in an Order Form or amendment to this Services Schedule.

"Reseller" means, if applicable, the authorized unaffiliated third-party reseller that sells the Services to Customer.

"Reseller Agreement" means, if applicable, the separate agreement between Customer and Reseller regarding the Services. The Reseller Agreement is independent of and outside the scope of the Agreement.

"Services" means the then-current Core Services and Other Services described at https://gsuite.google.com/terms/user_features.html.

"Significant Deprecation" means a material discontinuance of or backwards incompatible change to the Services that results in the Services no longer enabling Customer or End Users to (i) send and receive email messages; (ii) schedule and manage events; (iii) create, share, store, and synchronize files; (iv) communicate with other End Users in real time; or (v) search, archive, and export email messages.

"SLA" means the then-current service level agreement described at <https://gsuite.google.com/terms/sla.html>. A version current as of the Effective Date is attached as Exhibit D for reference only.



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“URL Terms” means the AUP, G Suite Service Specific Terms, G Suite Technical Support Services Guidelines, and SLAs.

Signed by the parties’ authorized representatives on the dates below.

Google LLC (“Google”

**Board of Education of City of Chicago
 (“Customer”)**

DS
AB

By:

2020.07.27

By:

DocuSigned by:

Miguel del Valle

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Print Name: Miguel del valle

Title: President

Date: July 30, 2020

Date:

DocuSigned by:

By:

Estela G. Beltran

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Print Name: Estela G. Beltran

Title: Board Secretary

Date: July 30, 2020

DocuSigned by:

By:

Janice K. Jackson

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Print Name: Janice K. Jackson

Title: Chief Executive Officer

Date: July 30, 2020

Board Report No. 20-0226-PR8

Approved as to legal form:

DS
CD

DS
BH

DS
AB

DocuSigned by:

Joseph T. Moriarty

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Joseph T. Moriarty
General Counsel



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Exhibit A

G Suite Acceptable Use Policy

Use of the Services is subject to this acceptable use policy ("AUP").

If not defined here, capitalized terms have the meaning stated in the applicable contract ("Agreement") between customer, reseller or other authorized user ("You") and Google.

You agree not to, and not to allow third parties or Your End Users, to use the Services:

- to generate or facilitate unsolicited bulk commercial email;
- to violate, or encourage the violation of, the legal rights of others;
- for any unlawful, invasive, infringing, defamatory, or fraudulent purpose;
- to intentionally distribute viruses, worms, Trojan horses, corrupted files, hoaxes, or other items of a destructive or deceptive nature;
- to interfere with the use of the Services, or the equipment used to provide the Services, by customers, authorized resellers, or other authorized users;
- to alter, disable, interfere with or circumvent any aspect of the Services;
- to test or reverse-engineer the Services in order to find limitations, vulnerabilities or evade filtering capabilities;
- to grant multiple individuals access to an individual End User Account other than via the delegation features provided within the Services;
- to create End User Accounts assigned to business functions rather than to human beings for the purpose of sharing files within or outside of the domain;
- to resell End User Accounts or parts thereof as added into a commercial product offered to third parties;
- to record audio or video communications without consent if such consent is required by applicable laws and regulations (You are solely responsible for ensuring compliance with all applicable laws and regulations in the relevant jurisdiction(s)).

If You use G Suite for Education, You agree to use the Services or any Additional Services made available to End Users for educational purposes only, as authorized by your school. Your school must obtain parental consent for the collection and use of personal information in the Additional Services that it allows End Users to access before allowing any End Users under the age of 18 to use those services.

Your failure to comply with the AUP may result in suspension or termination, or both, of the Services pursuant to the Agreement.



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Exhibit B**Data Processing Amendment to G Suite and/or Complementary Product Agreement
(Version 2.2)**

The customer agreeing to these terms ("**Customer**"), and Google LLC, Google Ireland Limited, Google Asia Pacific Pte. Ltd., or any other entity that directly or indirectly controls, is controlled by, or is under common control with Google LLC (as applicable, "**Google**"), have entered into one or more G Suite Agreement(s) (as defined below) and/or Complementary Product Agreements(s) (as defined below) (each, as amended from time to time, an "**Agreement**").

1. Commencement.

- This Data Processing Amendment to G Suite and/or Complementary Product Agreement including its appendices (the "**Data Processing Amendment**") will be effective and replace any previously applicable data processing and security terms as from the Amendment Effective Date (as defined below).
- This Data Processing Amendment supplements the applicable Agreement. Where that Agreement was entered into offline with Google Ireland Limited, this Data Processing Amendment supersedes the "Privacy" Clause in the Agreement (if applicable).

2. Definitions

2.1 Capitalized terms defined in the applicable Agreement apply to this Data Processing Amendment. In addition, in this Data Processing Amendment:

- "**Additional Products**" means products, services and applications that are not part of the Services but that may be accessible, via the Admin Console or otherwise, for use with the Services.
- "**Additional Security Controls**" means security resources, features, functionality and/or controls that Customer may use at its option and/or as it determines, including the Admin Console, encryption, logging and monitoring, identity and access management, security scanning, and firewalls.
- "**Advertising**" means online advertisements displayed by Google to End Users, excluding any advertisements Customer expressly chooses to have Google or any of its Affiliates display in connection with the Services under a separate agreement (for example, Google AdSense advertisements implemented by Customer on a website created by Customer using any Google Sites functionality within the Services).
- "**Affiliate**" means any entity controlling, controlled by, or under common control with a party, where "control" is defined as: (a) the ownership of at least fifty percent (50%) of the equity or beneficial interests of the entity; (b) the right to vote for or appoint a majority of the board of directors or other governing body of the entity; or (c) the power to exercise a controlling influence over the management or policies of the entity.
- "**Agreed Liability Cap**" means the maximum monetary or payment-based amount at which a party's liability is capped under the applicable Agreement.
- "**Alternative Transfer Solution**" means a solution, other than the Model Contract Clauses, that enables the lawful transfer of personal data to a third country in accordance with European Data Protection Law (for example, Privacy Shield).
- "**Amendment Effective Date**" means the date on which Customer accepted, or the parties otherwise agreed to, this Data Processing Amendment.
- "**Audited Services**" means:



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- a. those G Suite Core Services indicated as being in-scope for the relevant certification or report at <https://cloud.google.com/security/compliance/services-in-scope/>, provided that Google may only remove a G Suite Core Service from such URL by discontinuing that Service in accordance with the applicable Agreement; and
- b. all other Services, unless the G Suite Services Summary or Complementary Product Services Summary indicates otherwise or the parties expressly agree otherwise in writing.
- **“Complementary Product Agreement”** means: a Cloud Identity Agreement or other agreement under which Google agrees to provide identity services as such to Customer; Hire Agreement; or other agreement that incorporates this Data Processing Amendment by reference or states that it will apply if accepted by Customer.
- **“Complementary Product Services Summary”** means the then-current description of the services provided under a Complementary Product Agreement, as set out in the applicable Agreement.
- **“Customer Data”** means data submitted, stored, sent or received via the Services by Customer or End Users.
- **“Customer Personal Data”** means the personal data contained within the Customer Data.
- **“Data Incident”** means a breach of Google’s security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Customer Data on systems managed by or otherwise controlled by Google.
- **“EEA”** means the European Economic Area.
- **“Full Activation Date”** means: (a) if this Data Processing Amendment is automatically incorporated into the applicable Agreement, the Amendment Effective Date; or (b) if Customer accepted or the parties otherwise agreed to this Data Processing Amendment, the eighth day after the Amendment Effective Date.
- **“EU GDPR”** means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC.
- **“European Data Protection Law”** means, as applicable: (a) the GDPR; and/or (b) the Federal Data Protection Act of 19 June 1992 (Switzerland).
- **“European or National Law”** means, as applicable: (a) EU or EU Member State law (if the EU GDPR applies to the processing of Customer Personal Data); and/or (b) the law of the UK or a part of the UK (if the UK GDPR applies to the processing of Customer Personal Data).
- **“GDPR”** means, as applicable: (a) the EU GDPR; and/or (b) the UK GDPR.
- **“Google’s Third Party Auditor”** means a Google-appointed, qualified and independent third party auditor, whose then-current identity Google will disclose to Customer.
- **“G Suite Agreement”** means a G Suite Agreement; a G Suite for Education Agreement; a Google Cloud Master Agreement with G Suite Services Schedule; or any other agreement under which Google agrees to provide any services described in the G Suite Services Summary to Customer.
- **“G Suite Services Summary”** means the then-current description of the G Suite services (including related editions), as set out at https://gsuite.google.com/terms/user_features.html (as may be updated by Google from time to time in accordance with the G Suite Agreement).
- **“Model Contract Clauses”** or “MCCs” mean the standard data protection clauses for the transfer of personal data to processors established in third countries which do not ensure an adequate level of data protection, as described in Article 46 of the EU GDPR.



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- **“Non-European Data Protection Law”** means data protection or privacy laws in force outside the EEA, Switzerland and the UK.
- **“Notification Email Address”** means the email address(es) designated by Customer in the Admin Console, or in the Order Form or Ordering Document (as applicable), to receive certain notifications from Google. Customer is responsible for using the Admin Console to ensure that its Notification Email Address remains current and valid.
- **“Privacy Shield”** means, as applicable, the EU-U.S. Privacy Shield legal framework, the Swiss-U.S. Privacy Shield legal framework, and any equivalent legal framework that may apply between the UK and the United States.
- **“Security Documentation”** means all documents and information made available by Google under Section 7.5.1 (Reviews of Security Documentation).
- **“Security Measures”** has the meaning given in Section 7.1.1 (Google’s Security Measures).
- **“Service Specific Terms”** has the meaning given in the G Suite Agreement or Complementary Product Agreement, as applicable, or, if Customer’s G Suite Agreement does not define “Service Specific Terms”, means the then-current terms specific to one or more Core Services for G Suite set out at <https://gsuite.google.com/terms/service-terms/>.
- **“Services”** means the following services, as applicable:
 - a. the Core Services for G Suite, as described in the G Suite Services Summary;
 - b. the Other Services for G Suite, as described in the G Suite Services Summary; and/or
 - c. the services described in the Complementary Product Services Summary.
- **“Subprocessor”** means a third party authorized as another processor under this Data Processing Amendment to have logical access to and process Customer Data in order to provide parts of the Services and TSS.
- **“Supervisory Authority”** means, as applicable: (a) a “supervisory authority” as defined in the EU GDPR; and/or (b) the “Commissioner” as defined in the UK GDPR.
- **“Term”** means the period from the Amendment Effective Date until the end of Google’s provision of the Services under the applicable Agreement, including, if applicable, any period during which provision of the Services may be suspended and any post-termination period during which Google may continue providing the Services for transitional purposes.
- **“UK GDPR”** means the EU GDPR as amended and incorporated into UK law under the UK European Union (Withdrawal) Act 2018, if in force.

2.2. The terms “personal data”, “data subject”, “processing”, “controller” and “processor” as used in this Data Processing Amendment have the meanings given in the GDPR, irrespective of whether European Data Protection Law or Non-European Data Protection Law applies.

3. **Duration.** This Data Processing Amendment will, notwithstanding expiry of the Term, remain in effect until, and automatically expire upon, deletion of all Customer Data by Google as described in this Data Processing Amendment.

4. **Scope of Data Protection Law.**

4.1 **Application of European Law.** The parties acknowledge that European Data Protection Law will apply to the processing of Customer Personal Data if, for example:

- a. the processing is carried out in the context of the activities of an establishment of Customer in the territory of the EEA or the UK; and/or
- b. the Customer Personal Data is personal data relating to data subjects who are in the EEA or the UK and the processing relates to the offering to them of goods or services in the EEA or the UK, or the monitoring of their behavior in the EEA or the UK.



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4.2 Application of Non-European Law. The parties acknowledge that Non-European Data Protection Law may also apply to the processing of Customer Personal Data.

4.3 Application of Data Processing Amendment. Except to the extent this Data Processing Amendment states otherwise, the terms of this Data Processing Amendment will apply irrespective of whether European Data Protection Law or Non-European Data Protection Law applies to the processing of Customer Personal Data.

5. Processing of Data.

5.1 Roles and Regulatory Compliance; Authorization.

5.1.1. Processor and Controller Responsibilities. If European Data Protection Law applies to the processing of Customer Personal Data:

- a. the subject matter and details of the processing are described in Appendix 1;
- b. Google is a processor of that Customer Personal Data under European Data Protection Law;
- c. Customer is a controller or processor, as applicable, of that Customer Personal Data under European Data Protection Law; and
- d. each party will comply with the obligations applicable to it under European Data Protection Law with respect to the processing of that Customer Personal Data.

5.1.2. Authorization by Third Party Controller. If European Data Protection Law applies to the processing of Customer Personal Data and Customer is a processor, Customer warrants that its instructions and actions with respect to that Customer Personal Data, including its appointment of Google as another processor, have been authorized by the relevant controller.

5.1.3. Responsibilities under Non-European Law. If Non-European Data Protection Law applies to either party's processing of Customer Personal Data, the relevant party will comply with any obligations applicable to it under that law with respect to the processing of that Customer Personal Data.

5.2 Scope of Processing.

5.2.1 Customer's Instructions. Customer instructs Google to process Customer Personal Data only in accordance with applicable law: (a) to provide the Services and TSS; (b) as further specified via Customer's and End Users' use of the Services (including the Admin Console and other functionality of the Services) and TSS; (c) as documented in the form of the applicable Agreement, including this Data Processing Amendment; and (d) as further documented in any other written instructions given by Customer and acknowledged by Google as constituting instructions for purposes of this Data Processing Amendment.

5.2.2 Google's Compliance with Instructions. As from the Full Activation Date (at the latest), Google will comply with the instructions described in Section 5.2.1 (Customer's Instructions) (including with regard to data transfers) unless European or National Law to which Google is subject requires other processing of Customer Personal Data by Google, in which case Google will notify Customer (unless that law prohibits Google from doing so on important grounds of public interest) before such other processing. For clarity, Google will not process Customer Personal Data for Advertising purposes or serve Advertising in the Services.

5.3. Additional Products. If Google at its option makes any Additional Products available to Customer in accordance with the Additional Product Terms, and if Customer opts to install or use those Additional Products, the Services may allow those Additional Products to access Customer Personal Data as required for the interoperation of the Additional Products with the Services. For clarity, this Data Processing Amendment does not apply to the processing of personal data in connection with the provision of any Additional Products



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installed or used by Customer, including personal data transmitted to or from such Additional Products. Customer may use the functionality of the Services to enable or disable Additional Products, and is not required to use Additional Products in order to use the Services.

6. **Data Deletion**

6.1 **Deletion During Term**. Google will enable Customer and End Users to delete Customer Data during the applicable Term in a manner consistent with the functionality of the Services. If Customer or an End User uses the Services to delete any Customer Data during the applicable Term and that Customer Data cannot be recovered by Customer or an End User (such as from the "trash"), this use will constitute an instruction to Google to delete the relevant Customer Data from Google's systems in accordance with applicable law. Google will comply with this instruction as soon as reasonably practicable and within a maximum period of 180 days, unless European or National Law requires storage.

6.2 **Deletion on Term Expiry**. Subject to Section 6.3 (Deferred Deletion Instruction), on expiry of the applicable Term, Customer instructs Google to delete all Customer Data (including existing copies) from Google's systems in accordance with applicable law. Google will comply with this instruction as soon as reasonably practicable and within a maximum period of 180 days, unless European or National Law requires storage. Without prejudice to Section 9.1 (Access; Rectification; Restricted Processing; Portability), Customer is responsible for exporting, before the applicable Term expires, any Customer Data it wishes to retain.

6.3 **Deferred Deletion Instruction**. To the extent any Customer Data covered by the deletion instruction described in Section 6.2 (Deletion on Term Expiry) is also processed, when the applicable Term under Section 6.2 expires, in relation to an Agreement with a continuing Term, such deletion instruction will only take effect with respect to such Customer Data when the continuing Term expires. For clarity, this Data Processing Amendment will continue to apply to such Customer Data until its deletion by Google.

7. **Data Security**

7.1 **Google's Security Measures, Controls and Assistance**

7.1.1 **Google's Security Measures**. Google will implement and maintain technical and organizational measures to protect Customer Data against accidental or unlawful destruction, loss, alteration, unauthorized disclosure or access as described in Appendix 2 (the "**Security Measures**"). The Security Measures include measures to encrypt personal data; to help ensure ongoing confidentiality, integrity, availability and resilience of Google's systems and services; to help restore timely access to personal data following an incident; and for regular testing of effectiveness. Google may update the Security Measures from time to time provided that such updates do not result in the degradation of the overall security of the Services.

7.1.2 **Security Compliance by Google Staff**. Google will: (a) take appropriate steps to ensure compliance with the Security Measures by its employees, contractors and Subprocessors to the extent applicable to their scope of performance, and (b) ensure that all persons authorized to process Customer Personal Data are under an obligation of confidentiality.

7.1.3 **Additional Security Controls**. Google will make Additional Security Controls available to: (a) allow Customer to take steps to secure Customer Data; and (b) provide Customer with information about securing, accessing and using Customer Data.

7.1.4 **Google's Security Assistance**. Google will (taking into account the nature of the processing of Customer Personal Data and the information available to Google) assist



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Customer in ensuring compliance with its obligations pursuant to Articles 32 to 34 of the GDPR, by:

- a. implementing and maintaining the Security Measures in accordance with Section 7.1.1 (Google's Security Measures);
- b. making Additional Security Controls available to Customer in accordance with Section 7.1.3 (Additional Security Controls);
- c. complying with the terms of Section 7.2 (Data Incidents);
- d. providing Customer with the Security Documentation in accordance with Section 7.5.1 (Reviews of Security Documentation) and the information contained in the applicable Agreement including this Data Processing Amendment; and
- e. if subsections (a)-(d) above are insufficient for Customer to comply with such obligations, upon Customer's request, providing additional reasonable assistance.

7.2 Data Incidents

7.2.1 Incident Notification. Google will notify Customer promptly and without undue delay after becoming aware of a Data Incident, and promptly take reasonable steps to minimize harm and secure Customer Data.

7.2.2 Details of Data Incident. Google's notification of a Data Incident will describe, to the extent possible, the nature of the Data Incident, the measures taken to mitigate the potential risks and the measures Google recommends Customer take to address the Data Incident.

7.2.3 Delivery of Notification. Notification(s) of any Data Incident(s) will be delivered to the Notification Email Address or, at Google's discretion, by direct communication (for example, by phone call or an in-person meeting).

7.2.4 No Assessment of Customer Data by Google. Google has no obligation to assess Customer Data in order to identify information subject to any specific legal requirements.

7.2.5 No Acknowledgement of Fault by Google. Google's notification of or response to a Data Incident under this Section 7.2 (Data Incidents) will not be construed as an acknowledgement by Google of any fault or liability with respect to the Data Incident.

7.3. Customer's Security Responsibilities and Assessment.

7.3.1 Customer's Security Responsibilities. Without prejudice to Google's obligations under Sections 7.1 (Google's Security Measures, Controls and Assistance) and 7.2 (Data Incidents), and elsewhere in the applicable Agreement, Customer is responsible for its use of the Services and its storage of any copies of Customer Data outside Google's or Google's Subprocessors' systems, including:

- a. using the Services and Additional Security Controls to ensure a level of security appropriate to the risk in respect of the Customer Data;
- b. securing the account authentication credentials, systems and devices Customer uses to access the Services; and
- c. retaining copies of its Customer Data as appropriate.

7.3.2 Customer's Security Assessment. Customer agrees, based on its current and intended use of the Services, that the Services, Security Measures, Additional Security Controls and Google's commitments under this Section 7 (Data Security): (a) meet Customer's needs, including with respect to any security obligations of Customer under European Data Protection Law and/or Non-European Data Protection Law, as applicable, and (b) provide a level of security appropriate to the risk in respect of the Customer Data.

7.4 Compliance Certifications and SOC Reports. Google will maintain at least the following for the Audited Services in order to evaluate the continued effectiveness of the Security Measures:



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- a. certificates for ISO 27001, ISO 27017 and ISO 27018, and
- b. SOC 2 and SOC 3 reports produced by Google's Third Party Auditor and updated annually based on an audit performed at least once every 12 months (the "**SOC Reports**"). Google may add standards at any time. Google may replace a SOC Report with an equivalent or enhanced alternative.

7.5 Reviews and Audits of Compliance

7.5.1 Reviews of Security Documentation. Google will make the SOC Reports available for review by Customer to demonstrate compliance by Google with its obligations under this Data Processing Amendment.

7.5.2 Customer's Audit Rights.

- a. If European Data Protection Law applies to the processing of Customer Personal Data, Google will allow Customer or an independent auditor appointed by Customer to conduct audits (including inspections) to verify Google's compliance with its obligations under this Data Processing Amendment in accordance with Section 7.5.3 (Additional Business Terms for Reviews and Audits). Google will contribute to such audits as described in Section 7.4 (Compliance Certifications and SOC Reports) and this Section 7.5 (Reviews and Audits of Compliance).
- b. If Customer has entered into Model Contract Clauses as described in Section 10.2 (Transfers of Data), Google will, allow Customer or an independent auditor appointed by Customer to conduct audits as described in the Model Contract Clauses in accordance with Section 7.5.3 (Additional Business Terms for Reviews and Audits).
- c. Customer may conduct an audit to verify Google's compliance with its obligations under this Data Processing Amendment by reviewing the Security Documentation (which reflects the outcome of audits conducted by Google's Third Party Auditor).

7.5.3 Additional Business Terms for Reviews and Audits.

- a. Customer must send any requests for reviews of the SOC 2 report under Section 7.5.1 or audits under Section 7.5.2(a) or 7.5.2(b) to Google's Cloud Data Protection Team as described in Section 12 (Cloud Data Protection Team; Processing Records).
- b. Following receipt by Google of a request under Section 7.5.3(a), Google and Customer will discuss and agree in advance on: (i) the reasonable date(s) of and security and confidentiality controls applicable to any review of the SOC 2 report under Section 7.5.1; and (ii) the reasonable start date, scope and duration of and security and confidentiality controls applicable to any audit under Section 7.5.2(a) or 7.5.2(b).
- c. Google may charge a fee (based on Google's reasonable costs) for any audit under Section 7.5.2(a) or 7.5.2(b). Google will provide Customer with further details of any applicable fee, and the basis of its calculation, in advance of any such audit. Customer will be responsible for any fees charged by any auditor appointed by Customer to execute any such audit.
- d. Google may object in writing to an auditor appointed by Customer to conduct any audit under Section 7.5.2(a) or 7.5.2(b) if the auditor is, in Google's reasonable opinion, not suitably qualified or independent, a competitor of Google, or otherwise manifestly unsuitable. Any such objection by Google will require Customer to appoint another auditor or conduct the audit itself.

7.5.4 No Modification of MCCs. Nothing in this Section 7.5 (Reviews and Audits of Compliance) varies or modifies any rights or obligations of Customer or Google LLC under any Model Contract Clauses entered into as described in Section 10.2 (Transfers of Data).



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8. **Impact Assessments and Consultations**. Google will (taking into account the nature of the processing and the information available to Google) assist Customer in ensuring compliance with its obligations pursuant to Articles 35 and 36 of the GDPR, by:

- a. providing Additional Security Controls in accordance with Section 7.1.3 (Additional Security Controls) and the Security Documentation in accordance with Section 7.5.1 (Reviews of Security Documentation);
- b. providing the information contained in the applicable Agreement including this Data Processing Amendment; and
- c. if subsections (a) and (b) above are insufficient for Customer to comply with such obligations, upon Customer's request, providing additional reasonable assistance.

9. **Access etc.; Data Subject Rights; Data Export**

9.1 **Access; Rectification; Restricted Processing; Portability**. During the applicable Term, Google will enable Customer, in a manner consistent with the functionality of the Services, to access, rectify and restrict processing of Customer Data, including via the deletion functionality provided by Google as described in Section 6.1 (Deletion During Term), and to export Customer Data.

9.2 **Data Subject Requests**.

9.2.1 **Customer's Responsibility for Requests**. During the applicable Term, if Google's Cloud Data Protection Team receives a request from a data subject in relation to Customer Personal Data, and the request identifies Customer, Google will advise the data subject to submit their request to Customer. Customer will be responsible for responding to any such request including, where necessary, by using the functionality of the Services.

9.2.2 **Google's Data Subject Request Assistance**. Google will (taking into account the nature of the processing of Customer Personal Data) assist Customer in fulfilling its obligations under Chapter III of the GDPR to respond to requests for exercising the data subject's rights by:

- a. providing Additional Security Controls in accordance with Section 7.1.3 (Additional Security Controls);
- b. complying with Sections 9.1 (Access; Rectification; Restricted Processing; Portability) and 9.2.1 (Customer's Responsibility for Requests); and
- c. if subsections (a) and (b) above are insufficient for Customer to comply with such obligations, upon Customer's request, providing additional reasonable assistance.

10. **Data Transfers**

10.1 **Data Storage and Processing Facilities**. Google may store and process Customer Data anywhere Google or its Subprocessors maintain facilities, subject to Google's obligations under:

- a. Section 10.2 (Transfers of Data) with respect to Model Contract Clauses or an Alternative Transfer Solution; and
- b. the applicable Service Specific Terms (if any) with respect to data location.

10.2 **Transfers of Data**.

10.2.1 **Google's Transfer Obligations**. If the storage and/or processing of Customer Personal Data involves transfers of Customer Personal Data out of the EEA, Switzerland or the UK, and European Data Protection Law applies to the transfers of such data



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(“**Transferred Personal Data**”) under any Agreement, Google will, in relation to Transferred Personal Data under all Agreements:

- a. ensure that Google LLC enters into Model Contract Clauses with Customer as the exporter of such data if requested to do so by Customer, and ensure that the transfers are made in accordance with such Model Contract Clauses; and/or
- b. offer an Alternative Transfer Solution in respect of such data, ensure that the transfers are made in accordance with such Alternative Transfer Solution, and make information available to Customer about such Alternative Transfer Solution.

10.2.2 Customer’s Transfer Obligations. In respect of Transferred Personal Data under any Agreement, Customer will:

- a. enter into Model Contract Clauses as the exporter of such data, if under European Data Protection Law Google reasonably requires Customer to do so; and
- b. use an Alternative Transfer Solution offered by Google in respect of such data and take any action (which may include execution of documents) strictly required to give full effect to such solution if under European Data Protection Law Google reasonably requires Customer to do so.

10.3 Data Center Information. Information about the locations of Google data centers is available at: <https://www.google.com/about/datacenters/inside/locations/index.html> (as may be updated by Google from time to time).

10.4 Disclosure of Confidential Information Containing Personal Data. If Customer has entered into Model Contract Clauses as described in Section 10.2 (Transfers of Data), Google will, notwithstanding any term to the contrary in the applicable Agreement, ensure that any disclosure of Customer’s Confidential Information containing personal data, and any notifications relating to any such disclosures, will be made in accordance with such Model Contract Clauses.

11. Subprocessors

11.1 Consent to Subprocessor Engagement. Customer specifically authorizes the engagement as Subprocessors of: (a) those entities listed as of the Amendment Effective Date at the URL specified in Section 11.2 (Information about Subprocessors); and (b) all other Google Affiliates from time to time. In addition, without prejudice to Section 11.4 (Opportunity to Object to Subprocessor Changes), Customer generally authorizes the engagement as Subprocessors of any other third parties (“**New Third Party Subprocessors**”). If Customer has entered into Model Contract Clauses as described in Section 10.2 (Transfers of Data), the above authorizations constitute Customer’s prior written consent to the subcontracting by Google LLC of the processing of Customer Data.

11.2 Information about Subprocessors. Information about Subprocessors, including their functions and locations, is available at <https://gsuite.google.com/intl/en/terms/subprocessors.html> (as may be updated by Google from time to time in accordance with this Data Processing Amendment).

11.3 Requirements for Subprocessor Engagement. When engaging any Subprocessor, Google will:

- a. ensure via a written contract that:
 - i. the Subprocessor only accesses and uses Customer Data to the extent required to perform the obligations subcontracted to it, and does so in accordance with the Agreement (including this Data Processing Amendment) and any Model Contract Clauses entered into or Alternative Transfer Solution adopted by Google as described in Section 10.2 (Transfers of Data); and



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ii. if the GDPR applies to the processing of Customer Personal Data, the data protection obligations described in Article 28(3) of the GDPR, as described in this Data Processing Amendment, are imposed on the Subprocessor; and

b. remain fully liable for all obligations subcontracted to, and all acts and omissions of, the Subprocessor.

11.4 **Opportunity to Object to Subprocessor Changes.**

a. When any New Third Party Subprocessor is engaged during the applicable Term, Google will, at least 30 days before the New Third Party Subprocessor starts processing any Customer Data, notify Customer of the engagement (including the name and location of the relevant subprocessor and the activities it will perform).

b. Customer may, within 90 days after being notified of the engagement of a New Third Party Subprocessor, object by terminating the applicable Agreement immediately upon written notice to Google. This termination right is Customer's sole and exclusive remedy if Customer objects to any New Third Party Subprocessor.

12. **Cloud Data Protection Team; Processing Records**

12.1 **Google's Cloud Data Protection Team.** Google's Cloud Data Protection Team can be contacted by Customer's Administrators at https://support.google.com/a/contact/googlecloud_dpr (while Administrators are signed in to their Admin Account) and/or by Customer by providing a notice to Google as described in the applicable Agreement.

12.2. **Google's Processing Records.** To the extent the GDPR requires Google to collect and maintain records of certain information relating to Customer, Customer will, where requested, use the Admin Console to supply such information and keep it accurate and up-to-date. Google may make any such information available to the Supervisory Authorities if required by the GDPR.

13. **Liability**

13.1 **Liability Cap.** If Model Contract Clauses have been entered into as described in Section 10.2 (Transfers of Data) then, subject to Section 13.2 (Liability Cap Exclusions), the total combined liability of either party and its Affiliates towards the other party and its Affiliates under or in connection with the applicable Agreement and such Model Contract Clauses combined will be limited to the Agreed Liability Cap for the relevant party.

13.2 **Liability Cap Exclusions.** Nothing in Section 13.1 (Liability Cap) will affect the remaining terms of the applicable Agreement relating to liability (including any specific exclusions from any limitation of liability).

14. **Third Party Beneficiary**

Notwithstanding anything to the contrary in the applicable Agreement, where Google LLC is not a party to such Agreement, Google LLC will be a third party beneficiary of Sections 7.5 (Reviews and Audits of Compliance), 11.1 (Consent to Subprocessor Engagement) and 13 (Liability).

15. **Effect of Amendment**

Notwithstanding anything to the contrary in the applicable Agreement, to the extent of any conflict or inconsistency between the terms of this Data Processing Amendment and the remainder of the applicable Agreement, this Data Processing Amendment will govern. For



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clarity, if Customer has entered more than one Agreement, this Data Processing Amendment will amend each of the Agreements separately.

Appendix 1: Subject Matter and Details of the Data Processing

Subject Matter

Google's provision of the Services and TSS to Customer.

Duration of the Processing

The applicable Term plus the period from the expiry of such Term until deletion of all Customer Data by Google in accordance with the Data Processing Amendment.

Nature and Purpose of the Processing

Google will process Customer Personal Data for the purposes of providing the Services and TSS to Customer in accordance with the Data Processing Amendment.

Categories of Data

Data relating to individuals provided to Google via the Services, by (or at the direction of) Customer or End Users.

Data Subjects

Data subjects include the individuals about whom data is provided to Google via the Services by (or at the direction of) Customer or End Users.

Appendix 2: Security Measures

As from the Amendment Effective Date, Google will implement and maintain the Security Measures described in this Appendix 2.

1. Data Center and Network Security

(a) Data Centers.

Infrastructure. Google maintains geographically distributed data centers. Google stores all production data in physically secure data centers.

Redundancy. Infrastructure systems have been designed to eliminate single points of failure and minimize the impact of anticipated environmental risks. Dual circuits, switches, networks or other necessary devices help provide this redundancy. The Services are designed to allow Google to perform certain types of preventative and corrective maintenance without interruption. All environmental equipment and facilities have documented preventative maintenance procedures that detail the process for and frequency of performance in accordance with the manufacturer's or internal specifications. Preventative and corrective maintenance of the data center equipment is scheduled through a standard change process according to documented procedures.

Power. The data center electrical power systems are designed to be redundant and maintainable without impact to continuous operations, 24 hours a day, 7 days a week. In most cases, a primary as well as an alternate power source, each with equal capacity, is provided for critical infrastructure components in the data center. Backup power is provided by various mechanisms such as uninterruptible power supplies (UPS) batteries, which supply consistently reliable power protection during utility brownouts, blackouts, over voltage, under voltage, and out-of-tolerance frequency conditions. If utility power is



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interrupted, backup power is designed to provide transitory power to the data center, at full capacity, for up to 10 minutes until the diesel generator systems take over. The diesel generators are capable of automatically starting up within seconds to provide enough emergency electrical power to run the data center at full capacity typically for a period of days.

Server Operating Systems. Google servers use a Linux based implementation customized for the application environment. Data is stored using proprietary algorithms to augment data security and redundancy. Google employs a code review process to increase the security of the code used to provide the Services and enhance the security products in production environments.

Businesses Continuity. Google has designed and regularly plans and tests its business continuity planning/disaster recovery programs.

(b) Networks and Transmission.

Data Transmission. Data centers are typically connected via high-speed private links to provide secure and fast data transfer between data centers. This is designed to prevent data from being read, copied, altered or removed without authorization during electronic transfer or transport or while being recorded onto data storage media. Google transfers data via Internet standard protocols.

External Attack Surface. Google employs multiple layers of network devices and intrusion detection to protect its external attack surface. Google considers potential attack vectors and incorporates appropriate purpose built technologies into external facing systems.

Intrusion Detection. Intrusion detection is intended to provide insight into ongoing attack activities and provide adequate information to respond to incidents. Google's intrusion detection involves:

1. tightly controlling the size and make-up of Google's attack surface through preventative measures;
2. employing intelligent detection controls at data entry points; and
3. employing technologies that automatically remedy certain dangerous situations.

Incident Response. Google monitors a variety of communication channels for security incidents, and Google's security personnel will react promptly to known incidents.

Encryption Technologies. Google makes HTTPS encryption (also referred to as SSL or TLS connection) available. Google servers support ephemeral elliptic curve Diffie-Hellman cryptographic key exchange signed with RSA and ECDSA. These perfect forward secrecy (PFS) methods help protect traffic and minimize the impact of a compromised key, or a cryptographic breakthrough.

2. Access and Site Controls.

(a) Site Controls.

On-site Data Center Security Operation. Google's data centers maintain an on-site security operation responsible for all physical data center security functions 24 hours a day, 7 days a week. The on-site security operation personnel monitor closed circuit TV (CCTV) cameras and all alarm systems. On-site security operation personnel perform internal and external patrols of the data center regularly.

Data Center Access Procedures. Google maintains formal access procedures for allowing physical access to the data centers. The data centers are housed in facilities that



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require electronic card key access, with alarms that are linked to the on-site security operation. All entrants to the data center are required to identify themselves as well as show proof of identity to on-site security operations. Only authorized employees, contractors and visitors are allowed entry to the data centers. Only authorized employees and contractors are permitted to request electronic card key access to these facilities. Data center electronic card key access requests must be made through e-mail, and require the approval of the requestor's manager and the data center director. All other entrants requiring temporary data center access must: (i) obtain approval in advance from the data center managers for the specific data center and internal areas they wish to visit; (ii) sign in at on-site security operations; and (iii) reference an approved data center access record identifying the individual as approved.

On-site Data Center Security Devices. Google's data centers employ an electronic card key and biometric access control system that is linked to a system alarm. The access control system monitors and records each individual's electronic card key and when they access perimeter doors, shipping and receiving, and other critical areas. Unauthorized activity and failed access attempts are logged by the access control system and investigated, as appropriate. Authorized access throughout the business operations and data centers is restricted based on zones and the individual's job responsibilities. The fire doors at the data centers are alarmed. CCTV cameras are in operation both inside and outside the data centers. The positioning of the cameras has been designed to cover strategic areas including, among others, the perimeter, doors to the data center building, and shipping/receiving. On-site security operations personnel manage the CCTV monitoring, recording and control equipment. Secure cables throughout the data centers connect the CCTV equipment. Cameras record on site via digital video recorders 24 hours a day, 7 days a week. The surveillance records are retained for up to 30 days based on activity.

(b) Access Control.

Infrastructure Security Personnel. Google has, and maintains, a security policy for its personnel, and requires security training as part of the training package for its personnel. Google's infrastructure security personnel are responsible for the ongoing monitoring of Google's security infrastructure, the review of the Services, and responding to security incidents.

Access Control and Privilege Management. Customer's Administrators and End Users must authenticate themselves via a central authentication system or via a single sign on system in order to use the Services.

Internal Data Access Processes and Policies – Access Policy. Google's internal data access processes and policies are designed to prevent unauthorized persons and/or systems from gaining access to systems used to process personal data. Google designs its systems to: (i) only allow authorized persons to access data they are authorized to access; and (ii) ensure that personal data cannot be read, copied, altered or removed without authorization during processing, use and after recording. The systems are designed to detect any inappropriate access. Google employs a centralized access management system to control personnel access to production servers, and only provides access to a limited number of authorized personnel. Google's authentication and authorization systems utilize SSH certificates and security keys, and are designed to provide Google with secure and flexible access mechanisms. These mechanisms are designed to grant only approved access rights to site hosts, logs, data and configuration information. Google requires the use of unique user IDs, strong passwords, two factor authentication and carefully monitored access lists to minimize the potential for unauthorized account use. The granting or



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modification of access rights is based on: the authorized personnel's job responsibilities; job duty requirements necessary to perform authorized tasks; and a need to know basis. The granting or modification of access rights must also be in accordance with Google's internal data access policies and training. Approvals are managed by workflow tools that maintain audit records of all changes. Access to systems is logged to create an audit trail for accountability. Where passwords are employed for authentication (e.g., login to workstations), password policies that follow at least industry standard practices are implemented. These standards include restrictions on password reuse and sufficient password strength. For access to extremely sensitive information (e.g., credit card data), Google uses hardware tokens.

3. Data

(a) Data Storage, Isolation and Logging.

Google stores data in a multi-tenant environment on Google-owned servers. Subject to any Customer instructions to the contrary (for example, in the form of a data location selection), Google replicates Customer Data between multiple geographically dispersed data centers. Google also logically isolates Customer Data, and logically separates each End User's data from the data of other End Users, and data for an authenticated End User will not be displayed to another End User (unless the former End User or an Administrator allows the data to be shared).

Customer will be given control over specific data sharing policies. Those policies, in accordance with the functionality of the Services, will enable Customer to determine the product sharing settings applicable to End Users for specific purposes. Customer may choose to use logging functionality that Google makes available via the Services.

(b) Decommissioned Disks and Disk Erase Policy.

Disks containing data may experience performance issues, errors or hardware failure that lead them to be decommissioned ("Decommissioned Disk"). Every Decommissioned Disk is subject to a series of data destruction processes (the "Disk Erase Policy") before leaving Google's premises either for reuse or destruction. Decommissioned Disks are erased in a multi-step process and verified complete by at least two independent validators. The erase results are logged by the Decommissioned Disk's serial number for tracking. Finally, the erased Decommissioned Disk is released to inventory for reuse and redeployment. If, due to hardware failure, the Decommissioned Disk cannot be erased, it is securely stored until it can be destroyed. Each facility is audited regularly to monitor compliance with the Disk Erase Policy.

4. Personnel Security

Google personnel are required to conduct themselves in a manner consistent with the company's guidelines regarding confidentiality, business ethics, appropriate usage, and professional standards. Google conducts reasonably appropriate background checks to the extent legally permissible and in accordance with applicable local labor law and statutory regulations.

Personnel are required to execute a confidentiality agreement and must acknowledge receipt of, and compliance with, Google's confidentiality and privacy policies. Personnel are provided with security training. Personnel handling Customer Data are required to complete additional requirements appropriate to their role (e.g., certifications). Google's personnel will not process Customer Data without authorization.



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5. Subprocessor Security.

Before onboarding Subprocessors, Google conducts an audit of the security and privacy practices of Subprocessors to ensure Subprocessors provide a level of security and privacy appropriate to their access to data and the scope of the services they are engaged to provide. Once Google has assessed the risks presented by the Subprocessor, then subject to the requirements described in Section 11.3 (Requirements for Subprocessor Engagement) of this Data Processing Amendment, the Subprocessor is required to enter into appropriate security, confidentiality and privacy contract terms.

G Suite and Complementary Product Data Processing Amendment, Version 2.2



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Exhibit C

G Suite for Education Privacy Notice

This Privacy Notice is meant to help G Suite for Education users and parents understand what data we collect, why we collect it, and what we do with it. This Notice includes information about our privacy practices that are specific to G Suite for Education and summarizes the most relevant portions of the [Google Privacy Policy](#), which provides additional examples and explanations that may be useful. We hope you will take the time to read this Notice and the Google Privacy Policy, which both apply to G Suite for Education accounts.

Information we collect

A G Suite for Education account is a Google Account created and managed by a school for use by students and educators. When creating this account, the school may provide Google with certain personal information about its students and educators, which includes a user's name, email address, and password in most cases, but could also include secondary email, phone, and address if the school chooses to provide that information. Google may also collect personal information directly from users of G Suite for Education accounts, such as telephone number, profile photo or other [information](#) they add to a G Suite for Education account.

Google also collects information based on the use of our services. This includes:

- device information, such as the hardware model, operating system version, unique device identifiers, and mobile network information including phone number of the user;
- log information, including details of how a user used our service, device event information, and the user's Internet protocol (IP) address;
- location information, as determined by various technologies including IP address, GPS, and other sensors;
- unique application numbers, such as application version number; and
- [cookies or similar technologies](#) which are used to collect and store information about a browser or device, such as preferred language and other settings.

How we use information we collect

In G Suite for Education Core Services

The G Suite for Education Core Services ("Core Services") are listed in the [Services Summary](#) and include Gmail, Calendar, Classroom, Contacts, Drive, Docs, Forms, Groups, Sheets, Sites, Slides, Talk/Hangouts, Vault, and Chrome Sync. These services are provided to a school under its [G Suite for Education agreement](#) and, as applicable, [Data Processing Amendment](#). (Users and parents can ask their school if it has accepted the Data Processing Amendment.)

User personal information collected in the Core Services is used only to provide the Core Services. Google does not serve ads in the Core Services or use personal information collected in the Core Services for advertising purposes.

In Google services generally

Besides the Core Services, G Suite for Education users may have access to other Google services that we make generally available for consumers, such as Google Maps, Blogger, and YouTube. We call these "Additional Services" since they are outside of the Core Services.

The Google Privacy Policy describes fully [how Google services generally use information](#), including for G Suite for Education users. To summarize, we use the information we collect



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from all of our services to provide, maintain, protect and improve them, to develop new ones, and to protect Google and our users. We also use this information to offer users tailored content, such as more relevant search results. We may combine personal information from one service with information, including personal information, from other Google services.

Google may serve ads to G Suite for Education users in the Additional Services. For G Suite for Education users in primary and secondary (K-12) schools, Google does not use any user personal information (or any information associated with a G Suite for Education Account) to target ads, whether in Core Services or other Google services accessed while using a G Suite for Education account.

[Learn more](#) about Core and Additional Services for G Suite for Education users.

Information users share

A school may allow students to access Google services such as Google Docs and Sites, which include features where users can share information with others or publicly. When users share information publicly, it may be indexable by search engines, including Google. Our services provide users with various options for [sharing](#) and [removing content](#).

Information we share

Information we collect may be shared outside of Google in limited circumstances. We do not share personal information with companies, organizations and individuals outside of Google unless one of the following circumstances applies:

- **With user consent.** We will share personal information with companies, organizations or individuals outside of Google when we have user consent or parents' consent (as applicable).
- **With G Suite for Education administrators.** G Suite for Education administrators have access to information stored in the Google Accounts of users in that school or domain.
- **For external processing.** We provide personal information to our affiliates or other trusted businesses or persons to process it for us, based on our instructions and in compliance with our Privacy Policy and any other appropriate confidentiality and security measures.
- **For legal reasons.** We will share personal information with companies, organizations or individuals outside of Google if we have a good-faith belief that access, use, preservation or disclosure of the information is reasonably necessary to:
 - meet any applicable law, regulation, legal process or enforceable governmental request.
 - enforce applicable Terms of Service, including investigation of potential violations.
 - detect, prevent, or otherwise address fraud, security or technical issues.
 - protect against harm to the rights, property or safety of Google, our users or the public as required or permitted by law.

We may share non-personal information publicly and with our partners – like publishers or connected sites. For example, we may share information publicly to show trends about the general use of our services.



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Transparency and choice

We provide a variety of user controls that enable G Suite for Education users to make meaningful choices about how information is used in Google services. Depending on the settings enabled by the school, users can use the various controls described in the [Privacy Policy](#), such as [Google activity controls](#), to manage their privacy and information. We provide additional information for parents, students, and administrators on the [G Suite for Education Privacy Center](#).

Parental review and deletion of information

The parents of G Suite for Education users in Primary/Secondary (K-12) schools can access their child's personal information or request that it be deleted through the school administrator. School administrators can provide for parental access and deletion of personal information consistent with the functionality of our services. If a parent wishes to stop any further collection or use of the child's information, the parent can request that the administrator use the service controls available to them to limit the child's access to features or services, or delete the child's account entirely. Guidance for administrators on how to use service controls to accomplish this is available in the G Suite [Help Center](#).

Interpretation of conflicting terms

This Notice is intended to provide the key information about our collection and use of data for G Suite for Education users, and is consistent with the Google Privacy Policy and the G Suite for Education agreement, which provide additional examples and explanations that may be useful. Where there are terms that differ, as with the limitations on advertising in G Suite for Education, the [G Suite for Education agreement](#) (as amended) takes precedence, followed by this Privacy Notice and then the [Google Privacy Policy](#).

Contact us

If you have questions about management of G Suite for Education accounts or use of personal information by a school, please contact the G Suite for Education account administrator. If you have questions about our practices, please visit the [G Suite for Education Privacy Center](#). Also see our [Privacy Troubleshooter](#) for more questions about privacy and Google's products and services. G Suite for Education administrators can contact Google about the information in this Notice by submitting the [contact form](#) while signed in to their administrator account. Parents can also [contact](#) Google about the information in this Notice.



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Exhibit D

G Suite Service Level Agreement

G Suite SLA. During the Term of the applicable G Suite Agreement (or prior versions of the agreement governing the use of G Suite) (the "Agreement"), the (i) G Suite Covered Services web interface will be operational and available to Customer at least 99.9% of the time in any calendar month; and (ii) Google Voice will be operational within 2 business days of Customer's acceptance of the Voice Service Specific Terms via the Admin Console (the "G Suite SLA"). If Google does not meet the G Suite SLA, and if Customer meets its obligations under this G Suite SLA, Customer will be eligible to receive the Service Credits described below. This G Suite SLA states Customer's sole and exclusive remedy for any failure by Google to meet the G Suite SLA.

Definitions. The following definitions shall apply to the G Suite SLA.

"Downtime" means, for a domain, if there is more than a five percent user error rate. Downtime is measured based on server side error rate.

"G Suite Covered Services" means the Gmail, Google+, Google Calendar, Google Cloud Print, Google Cloud Search, Google Docs, Google Sheets, Google Slides, Google Forms, Google Drive, Google Groups for Business, Google Hangouts and Google Talk messaging and video initiation, Hangouts Chat, Hangouts Meet, Google Keep, Google Sites, Google Jamboard, Google Tasks, Google Vault, and Google Voice components of the Service. This does not include the Gmail Labs functionality, G Suite - Postini Services, and Google Jamboard Hardware components of the Service.

"Monthly Uptime Percentage" means total number of minutes in a calendar month minus the number of minutes of Downtime suffered in a calendar month, divided by the total number of minutes in a calendar month.

"Service" means the G Suite Services.

"Service Credit" means the following:

Monthly Uptime Percentage	Days of Service added to the end of the Service term (or monetary credit equal to the value of days of service for monthly postpay billing customers), at no charge to Customer
< 99.9% - >= 99.0%	3
< 99.0% - >= 95.0%	7
< 95.0%	15

Customer Must Request Service Credit. In order to receive any of the Service Credits described above, Customer must notify Google (or, for Customers who ordered Services from a Reseller, Customer may notify Reseller and Customer's Reseller must notify Google) within thirty days from the time Customer becomes eligible to receive a Service Credit. Failure to comply with this requirement will forfeit Customer's right to receive a Service Credit. For Customers who ordered Services from a Reseller, Customer will receive applicable Service Credit from Reseller on behalf of Google.



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Maximum Service Credit. The aggregate maximum number of Service Credits to be issued by Google (or, for Customers who ordered Services from a Reseller, by Reseller on behalf of Google) to Customer for all Downtime that occurs in a single calendar month shall not exceed fifteen days of Service added to the end of Customer's term for the Service (or the value of 15 days of service in the form of a monetary credit to a monthly-billing customer's account). Service Credits may not be exchanged for, or converted to, monetary amounts, except for customers who are on Google's monthly billing plan.

G Suite SLA Exclusions. The G Suite SLA does not apply to any services that expressly exclude this G Suite SLA (as stated in the documentation for such services) or any performance issues: (i) caused by factors described in the "Force Majeure" section of the Agreement; or (ii) that resulted from Customer's equipment or third party equipment, or both (not within the primary control of Google).



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Exhibit E**Customer's Indebtedness Policy**
(adopted June 26, 1996 (96-0626-PO3))**Chicago Public Schools Policy Manual****Title:** POLICY ON INDEBTEDNESS**Section:** 404.2**Board Report:** 96-0626-PO3**Date Adopted:** June 26, 1996

Policy:

SECTION I – DEFINITIONS

Whenever used in this policy, the following words and phrases shall have the following meanings:

1. Bid contracts" means all city contracts let by a competitive bidding process as set forth in Illinois Compiled Statutes, 105 ILCS 5/10-20.21.
2. Bidder" means any person who submits a bid for a bid contract.
3. Board" means Chicago School Reform Board of Trustees
4. Contract" means any agreement or transaction pursuant to which a contractor (i) receives Board funds in consideration for services, work or goods provided or rendered, or (ii) pays the Board money in consideration for a lease, or license allowing it to rent or otherwise use Board property.
5. Contractor" means the person to whom a contract is awarded.
6. Court-ordered child support arrearage" means that the Circuit Court of Cook County has issued an order declaring the respondent in arrearage on his or her child support obligations in a specific amount as of the date of that order.
7. "Debt" means a specified sum of money owed to the Board, the State of Illinois Student Assistance Commission, the City of Chicago or the County of Cook for which the period granted for payment has expired.
8. Outstanding Parking Violation Complaint" means a parking ticket, notice of parking violation complaint on which no payment has been made or appearance filed in the Circuit Court of Cook County within the time specified on the complaint.
9. Potential contractor" means any person who is seeking to enter into a contract other than a bid contract.
10. Substantial Owner" means any person who owns or holds a twenty-five percent (25%) or more percentage of interest in any bidder, potential contractor or contractor, as revealed by the disclosures required by the Chief Purchasing Officer, including those shareholders, partners, beneficiaries and principals more specifically described therein; except that where the bidder, potential contractor or contractor is an individual or sole proprietorship, substantial owner means that individual or sole proprietorship.

SECTION II - PROVISIONS PERTAINING TO EMPLOYMENT

- A. Compliance with child support obligations
 - 1) Every person who is given an offer of employment with the Board shall file an affidavit with the Chief Operating Officer disclosing any unpaid court-ordered child support obligations owed by the applicant.
 - 2) Where an applicant's affidavit discloses, or the Chief Operating Officer otherwise determines, that an applicant owes any unpaid court-ordered child support, such applicant shall be not hired by the Board unless and until the applicant establishes:



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- a) The applicant has paid to the obligee all child support due under the court order, as evidenced by a certified court order or certified clerk's record that no support is due and owing; or
- b) The applicant has entered into a court-approved agreement for the payment of all child support owed and is in compliance with that agreement; or
- c) The applicant is not an obligor under a court-ordered child support obligation.
- 3) All Board employees must comply with all court-ordered child support obligations as a condition of employment. Noncompliance shall be grounds for discipline.
- 4) The Chief Operating Officer is hereby authorized to do the following
 - a) investigate the child support payment records of employees and applicants to determine compliance with court-ordered child support obligations;
 - b) provide information on employees and applicants to the appropriate Cook County and State of Illinois governmental entities, to the extent by law, to assist those offices in enforcement of child support obligations;
 - c) provide the names and business addresses of employees to persons seeking to enforce court-ordered child support arrearages, on the condition that such information be used solely for the purpose of assisting in child support enforcement; and
 - d) promulgate regulations relating to the operation of this section.

B. Compliance with Parking Violation Obligations

- 1) Every person who is given the offer of employment with the Board shall file an affidavit with the Chief Operating Officer disclosing any debt owed by the applicant and any outstanding Parking Violation Complaint issued to any vehicle owned by the applicant prior to his or her appointment.
- 2) No person who is given an offer of employment with the Board and has outstanding Parking Violation Complaints or debts shall be hired by the Board unless payment of the fines for the violations has been made or until an appearance is filed with the Circuit Court of Cook County to contest the parking violation or, in the case of debts, until payment is made in full.
- 3) Nothing herein shall prohibit the Board from hiring a person who owes a debt or outstanding Parking Violation Complaint if the Chief Purchasing Officer determines that such person:
 - a. Has entered into an agreement with the Board or any entity mentioned in Section I, for the payment of all debts owed and is in compliance with the agreement; or
 - b. Is contesting liability for or the amount of the debt in a pending administrative or judicial proceeding; or
 - c. Has filed a petition in bankruptcy and the debts owed are discharged in bankruptcy.

SECTION III - PROVISIONS PERTAINING TO BIDDERS AND CONTRACTORS

A. Compliance with Child Support Orders

- 1) Every bidder shall be required to submit an affidavit disclosing (1) any delinquencies by any of its substantial owners on a court-ordered child support arrearage and, (2) if any exist, whether the substantial owner has entered into a court-approved agreement for the payment of all child support owed and is in compliance with such agreement. In addition, every potential contractor shall submit such an affidavit prior to execution of any contract.
- 2) With respect to bid contracts, where the affidavit shows that a substantial owner of a bidder is delinquent under Section III (A) (1) and has not satisfied the obligation pursuant to the terms of that section, the Chief Purchasing Officer shall add eight percent to the bidder's bid price. This eight percent shall increase the bidder's bid price for the purpose of canvassing the bids in order to determine who the lowest bidder is. This eight percent penalty shall apply for purposes of comparing bid amounts and shall not affect the amount of any contract payment. The provisions of this subsection shall only apply where not otherwise prohibited by federal, state or local law.

- 3) In addition, where the Chief Purchasing Officer otherwise determines that a bidder, or a



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substantial owner thereof, is delinquent on a court-ordered child support arrearage, the foregoing eight percent penalty shall be applied; provided that such penalty shall not be applied if, where practicable, the purchasing agent notifies the bidder of such determination and, prior to the Chief Purchasing Officer's awarding of the contract, the bidder promptly provides the Chief Purchasing Officer with sufficient evidence of the following:

- a) As of the date the bid was submitted, the substantial owner had paid all child support then due under the court order, as evidenced by a certified court order or certified clerk's record that no support was due and owing on that date; or
 - b) As of the date the bid was submitted, the substantial owner had entered into a court-approved agreement for the payment of all child support owed and was in compliance with such agreement.
- 4) The Chief Purchasing Officer is hereby authorized to do the following:
- a) investigate the child support payment records of any substantial owner to determine court-ordered child support arrearages;
 - b) provide information on substantial owners to the appropriate Cook County and State of Illinois governmental entities, to the extent allowed by law, to assist those offices in enforcement of child support obligations;
 - c) provide the names and business addresses of substantial owners to persons seeking to enforce court-ordered child support arrearages, on the condition that such information be used solely for the purpose of assisting in child support enforcement; and
 - d) to promulgate regulations relating to the operation of this section.
- 5) If the Chief Purchasing Officer determines that a bidder, potential contractor or contractor, or a substantial owner thereof, has made a misrepresentation to the Purchasing Department regarding compliance with any child support order, or if the Chief Purchasing Officer determines that a contractor more than once has submitted affidavits showing a substantial owner's unpaid court-ordered child support arrearage, the Chief Purchasing Officer shall notify that bidder, potential contractor or contractor that it and the substantial owner thereof shall be referred for debarment from contracting on additional contracts for a period of three years, as provided under Board Policy 96-0522-PO2. The bidder, potential contractor or contractor shall have the opportunity to seek reconsideration of such ineligibility by submitting to the purchasing agent sufficient evidence that: (1) the substantial owner is no longer affiliated in any way with the contractor, bidder or potential contractor; or (2) the substantial owner no longer has any outstanding child support arrearages, as evidenced by a certified court order or certified clerk's record that no support is due and owing; provided that, where the ineligibility is based on a misrepresentation, such payment in full shall not be reason to suspend ineligibility unless the Chief Purchasing Officer also determines that such misrepresentation was inadvertent; or (3) the substantial owner was not an obligor under a court-ordered child support arrearage at the time of the alleged misrepresentation.
- 6) The Chief Purchasing Officer shall have the authority to suspend the ineligibility of a bidder, contractor or potential contractor for the foregoing reasons, using the procedures set forth in Section III (A) (5).

Amends/Rescinds: Amends 95-0726-EX3



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Exhibit F
Customer's Code of Ethics
 (adopted May 25, 2011 (11-0525-PO2))

Chicago Public Schools Policy Manual

Title: CODE OF ETHICS

Section: 503.1

Board Repo 11-0525-PO2

Date Adopted: May 25, 2011

Policy:

THE CHIEF EXECUTIVE OFFICER RECOMMENDS:

That the Board rescind Board Reports 04-0623-PO4 and 10-0526-RS14 and adopt a new Code of Ethics.

PURPOSE: The Chicago Board of Education is committed to ensuring that Board Members, Local School Council members, and Officials and Employees act in the highest ethical manner in order to preserve the public trust of residents and taxpayers. Further, it is essential to set a good example for and act in the best interest of Chicago Public School students. In order to meet these imperatives, the following ethical standards have been established.

The proposed changes are recommended to comply with legal developments, make the Code consistent with practice, and more effectively address issues commonly presented to the Ethics Advisor.

POLICY TEXT:

I. Applicability

This Code of Ethics applies to all Officials, Employees, and Board Contractors as these terms are defined below.

II. Definitions

Whenever used in this Code of Ethics:

- A. "Abstain" means to refrain from voting.
- B. "Board" means the Board of Education of the City of Chicago and all entities operated by the Board of Education, including all schools, area offices, departments, and other business units.
- C. "Board Contractor" or "Board Vendor" means any Person or Legal Entity (including agents or employees acting within the scope of their employment) Doing Business or seeking to Do Business with the Board whether or not pursuant to a contract.
- D. "Board Member" means a member of the Chicago Board of Education.
- E. "Business Relationship" means any contract or other transaction between an Official or



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Employee and any other Person or entity which entitles the Official or Employee to compensation or payment in the amount of \$2,500 or more in a calendar year.

Business Relationship **shall not** include:

1. Any interest resulting from an Official or Employee's Spouse, Domestic Partner, or Partner to a Civil Union's independent occupation, profession, or employment;
 2. Any ownership through purchase or inheritance of less than one percent of the shares (regardless of the value of or dividends on the shares) of a Corporation, corporate subsidiary, parent, or affiliate, when the shares are registered on a securities exchange pursuant to the Securities Exchange Act of 1934, 15 U.S.C. §78 et al. as amended;
 3. The authorized compensation paid to an Employee for his or her Board employment;
 4. Any economic benefit provided equally to all members of the general public;
 5. A time or demand deposit in a financial institution, e.g., certificate of deposit or bank account; or
 6. An endowment, insurance policy, or annuity contract purchased from an insurance company.
- F. "Campaign for Elective Office" or "Campaigning for Elective Office" means any effort to influence the selection, nomination, election, or appointment of any individual to any federal, state, or local public office, office in a political organization, or the selection, nomination, or election of Presidential or Vice-Presidential electors.

Campaign for Elective Office **does not** include activities:

1. Relating to the support or opposition of any executive, legislative, or administrative action (as those terms are defined in the Lobbyist Registration Act, 25 ILCS 170/2);
 2. Relating to collective bargaining; or
 3. Otherwise in furtherance of the Official or Employee's Board duties.
- G. "Candidate for Elective Office" means a Person who has filed nominating papers or petitions for nomination for election to an elected office, or who is otherwise eligible for placement on the ballot in a primary, special, or general election.
- H. "Charter School" means an attendance center authorized pursuant to the Illinois Charter Schools Law. 105 ILCS 5/27A.
- I. "Chicago Board of Education" means the governing body of the Board of Education of the City of Chicago.
- J. "Confidential Information" means any information that is not subject to disclosure under the Freedom of Information Act, 5 ILCS 140 et al.
- K. "Contract Management Authority" means personal involvement in or direct supervisory responsibility for the formulation or execution of a contract. This includes, without limitation, the preparation of specifications, evaluation of bids or proposals, negotiation of contract terms, and supervision of contract performance.
- L. "Contract School" means "an attendance center managed and operated by a for-profit or not-for-profit private entity retained by the [B]oard to provide instructional and other services to a majority of the pupils enrolled in the attendance center." 105 ILCS 5/34-1.1.



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- M. "Corporation" means a legal business structure that establishes the business as a separate entity from the owner(s) or members.
- N. "Do Business," "Doing Business," "Does Business," or "Done Business," means any one or any combination of sales, purchases, leases, or contracts to, from, or with the Board in an amount in excess of \$10,000 in any 12 consecutive months.
- O. "Domestic Partner(s)" or "Domestic Partnership" means individuals who are:
 - 1. At least 18 years of age;
 - 2. The same sex;
 - 3. Unmarried (single, divorced, or widowed) and not a Partner to a Civil Union;
 - 4. Responsible for each other's common welfare;
 - 5. Residing in the same residence;
 - 6. Not related by blood closer than would bar marriage in the State of Illinois; and
 - 7. Satisfy two of the following additional requirements:
 - a. Have been residing together for at least 12 months;
 - b. Have common or joint ownership of a residence;
 - c. Jointly own a motor vehicle, credit account, checking account, or residential lease; or
 - d. One or both partners have declared the other as the primary beneficiary on his or her will.
- P. "Economic Interest" means that an Official or Employee or his or her Spouse, Domestic Partner, Partner to a Civil Union, Relative, or a Member of his or her Household:
 - 1. Is the proprietor of a sole proprietorship;
 - 2. Owns a five percent or greater interest in any class of stock of a Corporation by vote or value; partnership; form; enterprise; franchise; organization; holding company; joint stock company; receivership; trust (or beneficial interest in a trust); or any Legal Entity organized for profit;
 - 3. Is an officer or director of a For-Profit Corporation, general or managing partner of a partnership, or the trustee of a trust;
 - 4. Owns any interest as a result of which the owner currently receives or is entitled to receive in the future more than \$2,500 per year; or
 - 5. Owns any interest with a cost or present value of \$5,000 or more.

Economic Interest **shall not** include:

- 1. Any interest of the Official or Employee's Spouse, Domestic Partner, or Partner to a Civil Union which is related to the Spouse's, Domestic Partner's, or Partner to a Civil Union's independent occupation, profession, or employment;
- 2. The authorized compensation paid to an Official or Employee for his or her office or employment;
- 3. Any economic benefit provided by the Board equally to all members of the general public;
- 4. Time or demand deposit in a financial institution;
- 5. An endowment, insurance policy, or annuity contract purchased from an insurance company;
- 6. Compensation for property taken for use by the Board pursuant to the eminent domain power;
- 7. Monetary interests or other rights obtained by Employees through a collective bargaining agreement or state and federal law; or
- 8. Any ownership through purchase at fair market value or inheritance of less than one percent of the shares of a Corporation, or any corporate subsidiary, parent, or affiliate thereof,



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regardless of the value of or dividends on such shares, if such shares are registered on a securities exchange pursuant to the Securities Exchange Act of 1934, 15 U.S.C. §78 et al. as amended.

- Q. "Employee(s)" means any Person working for the Board as an officer, teacher, principal, assistant principal, certified administrator, educational support personnel, or miscellaneous employee, regardless of classification and regardless of whether employed on a full-time or part-time basis.
- R. "Fiduciary Duty" means an obligation to act in the best interests of the Board and the public by avoiding conflicts of interest and acting in good faith.
- S. "For-Profit" means establishing, maintaining, or Doing Business for the purpose of making a profit.
- T. "Gift(s)" means anything of value given without payment or other consideration.
- U. "Legal Entity" means any Corporation, partnership, or organization, whether or not operated For-Profit, and regardless of its form.
- V. "Local School Council" means an elected Local School Council, appointed Local School Council, or Board of Governors.
- W. "Member of his or her Household" or "Member of their Household" means anyone living in the same residence as an Official or Employee, whether or not the individual meets the definition of a Relative.
- X. "Not-For-Profit" means establishing, maintaining, or Doing Business for purposes other than making a profit.
- Y. "Official(s)" means Board Members and Local School Council members.
- Z. "Partner(s) to a Civil Union" or "Partnership to a Civil Union" means two Persons, of either the same or opposite sex, who have established a legal relationship pursuant to the Illinois Religious Freedom Protection and Civil Union Act, Public Act 096-1513 (as effective June 1, 2011). Persons who legally entered into a civil union, marriage, or substantially similar legal relationship in another jurisdiction, other than common law marriage, are recognized under this Code as Partners to a Civil Union.

AA. "Person(s)" means any individual.

BB. "Political Activity" or "Political Activities" means any of the following:

1. Preparing for, organizing, or participating in any political meeting, political rally, political demonstration, or other political event.
2. Soliciting contributions, including but not limited to, selling, distributing, or receiving payment for tickets for any political fundraiser, political meeting, or other political event.
3. Purchasing tickets for any political fundraiser, political meeting, or other political event.
4. Planning the solicitation of campaign contributions.
5. Preparing any document or report regarding campaign contributions.
6. Planning, conducting, or participating in a public opinion poll or survey in connection with a Campaign for Elective Office, on behalf of a political organization, or for or against any referendum question.



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7. Assisting at the polls on Election Day on behalf of any political organization, Candidate for Elective Office, or for or against any referendum question.
8. Soliciting votes on behalf of a Candidate for Elective Office, political organization, or for or against any referendum question or helping in an effort to get voters to the polls.
9. Initiating, preparing, circulating, reviewing, or filing any petition on behalf of a Candidate for Elective Office or for or against any referendum question.
10. Making contributions to any Candidate for Elective Office.
11. Preparing or reviewing responses to candidate questionnaires in connection with a Campaign for Elective Office or on behalf of a political organization.
12. Distributing, preparing for distribution, or mailing campaign literature, campaign signs, or other campaign material on behalf of any Candidate for Elective Office or for or against any referendum question.
13. Campaigning for any Elective Office or for or against any referendum question.
14. Managing or working on a Campaign for Elective Office or for or against any referendum question.
15. Serving as a delegate, alternate, or proxy to a political party convention.

CC. "Recuse" means to remove oneself from participation to avoid a conflict of interest.

DD. "Relative(s)" means a Person who is a Spouse, Domestic Partner, Partner to a Civil Union, child, step-child, parent, step-parent, grandparent, grandchild, sibling, step-sibling, half-sibling, parent-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, aunt, great-aunt, uncle, great-uncle, niece, nephew, or first cousin and shall include any similar relationship created by blood, legal adoption, in loco parentis status, marriage, Domestic Partnership, Partnership to a Civil Union, or parenting relationship.

EE. "Secondary Employment" means any non-Board employment or activity for which an Employee receives any type of remuneration.

FF. "Spouse" means a husband or wife of an Official or Employee (pursuant to valid marriage license and/or certificate) who is not divorced from the Official or Employee.

GG. "Supervisor" means an Employee who has the authority, in the interest of the Board, to hire, transfer, suspend, layoff, recall, promote, discharge, direct, reward, or discipline Employees, to adjust their grievances, or to effectively recommend any of those actions, if the exercise of that authority requires the consistent use of independent judgment. The presence of one of these functions is sufficient to determine that an Employee is a Supervisor.

HH. "Supervisory Relationship" means any relationship where an Employee exercises the functions of a Supervisor as defined above. The principal and the assistant principal(s) at each school are presumed to have a Supervisory Relationship with all school staff.

III. Ethics Advisor

- A. The Chief Executive Officer, with the advice and consent of the Chicago Board of Education, shall designate an Ethics Advisor for the Board.
- B. The Ethics Advisor shall provide guidance to the Officials and Employees of the Board concerning the interpretation of and compliance with the provisions of this Code of Ethics and State ethics laws. This guidance may include the issuance of written rules, guidelines, or opinions.



IV. Fiduciary Duty

At all times in the performance of their public duties, Officials and Employees of the Board owe a Fiduciary Duty to the Board and to the taxpayers of the City of Chicago and the State of Illinois.

V. Use of Board Property and Funds

Board property and funds shall be used only for Board purposes and in the manner specified or directed by the Board. No Official or Employee shall engage in or permit the misuse of Board property or funds.

VI. Nepotism

- A. No Official or Employee shall hire or appoint his or her Relative at any Board facility.
- B. No Official or Employee shall attempt to influence the hiring or appointment of his or her Relative at any Board facility.
- C. No Official or Employee shall hire or appoint any Person in exchange for, or in consideration of, the hiring or appointment of his or her Relative by any other Official or Employee.
- D. No Official or Employee may hire any Person to a position in which that Person would supervise or evaluate a Relative.
- E. No Official or Employee may transfer any Person to a position in which that Person would supervise or evaluate a Relative.
- F. No Official or Employee may supervise a Relative, with the following exception:

If an Official or Employee becomes a Relative of another Person over whom he or she already had supervisory authority, the Supervisory Relationship must be discontinued as soon as possible, but no later than 90 calendar days for Central Office and Area Office Employees or the end of the school year for school-based Employees.

- G. No Person may accept an appointment as a principal at a school in which a Relative of that Person is employed or is a member of the Local School Council.
- H. No Person, otherwise eligible, shall stand for election or accept an appointment to a Local School Council of a school in which that Person's Relative is the principal.
- I. No Local School Council member may recommend or advocate any personnel action involving any of his or her Relatives employed at the school where he or she serves. No Local School Council member may recommend or advocate a contract with a Relative or entity employing a Relative. If the Local School Council member has a Relative who is employed at the school, or has a contractual relationship with the school at which the Local School Council member serves, the Local School Council member shall Abstain from voting on approval of the entire budget and the entire school improvement plan. Additionally, the Local School Council member must Abstain from voting on any transfer of funds that may affect the Relative.



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- J. When an Official or Employee exercises Contract Management Authority over a contract with any Legal Entity, he or she shall not assist his or her Relative in securing a contract or employment with that entity. No Official or Employee shall use or permit the use of his or her position to assist any Relative in securing employment or contracts with any Legal Entity over whom the Official or Employee exercises Contract Management Authority. If a Relative of the Official or Employee secures employment, or obtains a contract with the Legal Entity while the Official or Employee exercises Contract Management Authority, it shall be presumed that this Code Section has been violated, unless proven otherwise.

VII. Economic Interest in Contracts and Board Work - Board Members

- A. A Board Member who knows or has reason to know that he or she has an Economic Interest in the name of any Person or any other Legal Entity with a contract, work, business, or sale authorized by action of the Chicago Board of Education shall:
1. Disclose such Economic Interest publicly at a Board meeting prior to any vote being taken on the matter;
 2. Recuse himself or herself from any participation or discussion of the matter; and
 3. Abstain from voting on the matter.
- B. Unless sold pursuant to a process of competitive bidding following public notice, no Board Member shall have an Economic Interest in the purchase of any property that belongs to the Board or is sold by the Board through legal process.

VIII. Economic Interest in Contracts and Board Work - Employees

- A. No Employee shall have an Economic Interest in any of the following regardless of expense, price, or consideration:
1. Contracts with the Board;
 2. Work or business of the Board; or
 3. Sale of any article to the Board either paid with funds belonging to or administered by the Board, or authorized by action of the Board.
- B. Unless sold pursuant to a process of competitive bidding following public notice, no Employee shall have an Economic Interest in the purchase of any property that belongs to the Board or is sold by the Board through legal process.

IX. Economic Interest and Conflicts of Interest - Local School Council Members

- A. No Local School Council member shall have an Economic Interest in any contract, work, or business of the school in which he or she serves.
- B. No Local School Council member shall have an Economic Interest in the sale, purchase, or lease of any article for which the expense, price, or consideration is paid by his or her Local School Council, or by the school in which he or she serves.
- C. No Local School Council member shall be an employee of a third party which compensates the member to work at the school where he or she serves on the Local School Council.
- D. No Parent or Community Local School Council member shall receive any form of remuneration or parent stipend from his or her school, except that the Board may provide



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reimbursement to Local School Councils members for reasonable and necessary expenses (excluding lodging or meal expenses) incurred in the performance of his or her duties when authorized pursuant to Illinois School Code, 105 ILCS 5/34-2.2(b).

- E. A teacher representative on a Local School Council who intends to apply for the principalship of the school in which he or she serves as a council member shall Recuse himself or herself and Abstain from voting on the question of whether the current principal's contract shall be renewed. If a teacher representative on a Local School Council votes on the question of whether the present principal's contract shall be renewed, and if the Local School Council votes not to renew the contract of the present principal, the voting teacher representative shall be ineligible to apply for that vacancy.
- F. A teacher representative who intends to apply for the principalship of the school in which he or she serves as a Local School Council member must resign from his or her Local School Council prior to the start of the selection process for the principalship. Any teacher representative who does not resign from his or her Local School Council prior to the start of the principal selection process shall be ineligible to apply for the position of principal at that school.
- G. Where a Local School Council member or his or her Spouse, Domestic Partner, or Partner to a Civil Union, sits on the board of a Not-for-Profit entity which donates funds or services to any school at which the Local School Council member serves, the Local School Council member shall Recuse himself or herself and Abstain from any vote or discussion on any proposal from that Not-for-Profit.

X. Contract Management Authority

An Employee who exercises Contract Management Authority regarding any Board business or transaction shall not exercise such authority in connection with:

- A. Board business with an entity in which the Employee has an Economic Interest;
- B. Board business with a Person or entity with whom the Employee has an employment relationship; or
- C. Board business with a Person or entity with whom the Employee has a Business Relationship.

XI. Conflicts of Interest

- A. No Official or Employee shall make, participate in making, or in any way attempt to use his or her position to influence any Board decision or action in which he or she knows or has reason to know that he or she has any Economic Interest distinguishable from that of the general public.
- B. No Employee shall recommend, retain, or hire as an Employee or a Board Vendor any Person or entity with whom the Employee has a Business Relationship.
- C. Employees are permitted to serve with compensation on the boards of directors of corporate entities that are not Doing Business with the Board or seeking to Do Business with the Board. This service will be deemed Secondary Employment and requires written approval from the appropriate Supervisor as outlined in Section XIII(C).



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- D. Board Members are permitted to serve without compensation on the boards of Not-for-Profit Corporations, provided that Board Members file a statement of their participation on the Not-for-Profit board with the Secretary of the Board. Any Board Member sitting on a board of a Not-for-Profit Corporation shall Recuse himself or herself and Abstain from any vote or discussion related to the Not-for-Profit Doing Business with the Board, seeking to Do Business with the Board, or donating funds or services to the Board.
- E. Employees are permitted to serve without compensation on the boards of Not-for-Profit Corporations. If the Employee knows or has reason to know that the Not-for-Profit is Doing Business or seeking to Do Business with the Board, the Employee must seek approval from the Ethics Advisor for his or her participation on the Not-for-Profit board. Any Employee sitting on the board of a Not-for-Profit Corporation shall Recuse himself or herself and Abstain from any vote or discussion related to the Not-for-profit Doing Business or seeking to Do Business with the Board.
- F. Nothing in this Section shall apply to any Board Member appointment to the Public Building Commission or appointments to government boards made pursuant to law.
- G. Charter or Contract School operators holding charter or contract agreements with the Board are in a unique relationship with the Board. Membership on a Charter or Contract School operator's governing board creates an inherent conflict of interest for Officials and Employees. Officials and Employees and their Spouses, Domestic Partners, Partners to a Civil Union, or other Members of their Household, are therefore prohibited from sitting on the governing board of either:
 - 1. A Charter School operator that holds a charter issued by the Board; or
 - 2. A Contract School operator that holds a Contract School agreement issued by the Board.
- H. Representation of Other Persons
 - 1. No Official or Employee may represent or have an Economic Interest in the representation of any Person or entity other than the Board in any formal or informal proceeding or transaction before the Board or any of its committees. Nothing in this Section shall preclude:
 - a. Any Employee from performing the duties of his or her employment; or
 - b. Any Official from appearing without compensation before the Board or any Board committee in the course of his or her duties as an Official; or
 - c. Any Official or Employee from representing the interest of his or her child in a due process or similar proceeding provided that the Official or Employee comply with any other Board Rules or Policies which are applicable to that proceeding.
 - 2. No Official or Employee may have an Economic Interest in the representation of any Person in any judicial or quasi-judicial proceeding before any administrative agency or court in which the Board or a Local School Council is a party and that Person's interest is adverse to that of the Board or the Local School Council.

XII. Gifts, Loans, and Favors

- A. No Official, Employee, or Board Contractor or his or her Spouse, Domestic Partner, Partner to a Civil Union, or other Member of his or her Household, shall accept anything of value, including, but not limited to, a Gift, favor, loan, or promise of future employment, based upon any explicit or implicit mutual understanding that official actions will be influenced.



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- B. It shall be presumed that a Gift having a value of \$50 or less does not violate Section XII(A) provided, however, that the items or services from any one source do not exceed a cumulative value of \$100 during any calendar year. Any other Gift given shall be turned over to the Chief Financial Officer who will determine whether to return the Gift to the giver or accept the Gift on behalf of the Board.
- C. Section XII does not prohibit an Official or Employee, or his or her Spouse, Domestic Partner, Partner to a Civil Union, or other Member of his or her Household, from accepting Gifts from Relatives or co-workers. In the case of Gift giving from a subordinate Employee to his or her Supervisor, no single Employee shall give a single Gift exceeding a value of \$50 or Gifts exceeding a cumulative value of \$100 in a calendar year to his or her Supervisor or anyone in his or her Supervisor's upward chain of supervision.
- D. Except as prohibited in Sections XII(A) and (B), an Official or Employee, or his or her Spouse, Domestic Partner, Partner to a Civil Union, or other Member of his or her Household, is permitted to receive a:
 - 1. Award publicly presented in recognition of public service;
 - 2. Commercially reasonable loan made in the ordinary course of the lender's business;
 - 3. Political contribution, provided it is reported as required by law; or
 - 4. Reasonable hosting, including travel and expenses, entertainment, meals, or refreshments furnished in connection with public events, appearances, or ceremonies related to official Board business.
- E. Any Official or Employee may accept a Gift on the Board's behalf provided that the Official or Employee accepting the Gift reports receipt of the Gift to the Chief Financial Officer within 10 business days and uses the gift however intended for Board purposes.
- F. Any Official or Employee who receives any Gift, money, or honoraria for participating in the course of his or her public employment, or duties as an Official, in speaking engagements, lectures, debates, or organized discussion forums shall report the payment to the Chief Financial Officer within 10 business days.
- G. The Chief Financial Officer will maintain an inventory of Gifts or other compensation reported in accordance with Sections XII (B), (E), and (F) above, and provide a quarterly report on all such reported Gifts and other compensation to the Secretary of the Board and to the Ethics Advisor.
- H. No Official or Employee, or his or her Spouse, Domestic Partner, Partner to a Civil Union, or other Member of his or her Household, shall solicit or accept any money or other thing of value including, but not limited to, Gifts, favors, services, or promises of future employment, in return for advice or assistance on matters concerning the operation of business of the Board. Nothing in Section XII shall prevent an Official or Employee or his or her Spouse, Domestic Partner, Partner to a Civil Union, or Member of his or her Household of an Official or Employee from accepting compensation for services wholly unrelated to the Official's or Employee's official duties and responsibilities rendered as part of the Official or Employee's non-Board employment, occupation, or profession.
- I. No Official or Employee shall accept a payment, gratuity, or offer of employment from a contractor seeking to secure an award from the Board, or a subcontractor seeking to secure an award or order from a Board prime contractor or another subcontractor. Further, no



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Board Member or Employee shall offer payment, gratuity, or employment on behalf of a contractor seeking to secure an award or a subcontractor seeking to secure an award or order from a prime contractor or another subcontractor.

- J. No subcontractor or anyone acting on behalf of a subcontractor shall offer payment, gratuity, or employment to a prime contractor or another subcontractor in connection with any Board or Local School Council contract as an inducement for the award of a subcontract or order. This prohibition shall be set forth in every Board contract and solicitation.

XIII. Secondary Employment

- A. No Employee may engage in any Secondary Employment that is in conflict with the duties or demands of his or her Board employment.
- B. Attorneys in the Law Department are expressly prohibited from performing legal work for or undertaking legal representation of any Person or entity other than the Board of Education.
- C. Before obtaining or accepting Secondary Employment that is not prohibited by Section XIII(A), the Employee must complete the Board's Secondary Employment Approval Form and obtain written approval as follows:
 - 1. The Chief Executive Officer, Chief Financial Officer, General Counsel, Inspector General, and all Employees of the administrative office of the Board must obtain written approval from the President of the Board.
 - 2. Other executive officers and officers must obtain written approval from the Chief Executive Officer.
 - 3. Chief Officers of each Area must obtain written approval from the Chief Education Officer. Area Office Employees must obtain written approval from their Areas' Chief Officer.
 - 4. Bargaining unit Employees with a regular work schedule of less than 52 weeks must obtain written approval from their principal or department head for Secondary Employment engaged in during the school year. However, these Employees need not obtain approval for intersession Secondary Employment, but must report such intersession Secondary Employment.
 - 5. All other Employees must obtain written approval from their department's Chief Officer.
 - 6. Attorneys in the Law Department must obtain written approval from the General Counsel.
- D. Written approval will not be granted when the proposed Secondary Employment is during the Employee's scheduled work hours or there is a conflict between the Secondary Employment and the Employee's Board employment. Determinations that Secondary Employment conflicts with Board employment should be made in consultation with the Ethics Advisor. The Ethics Advisor is authorized to reverse any Secondary Employment approvals that do not comply with this Code.
- E. The Office of Human Capital shall develop guidelines for collecting approvals, denials, and intersession reports of Secondary Employment.
- F. Employees are not permitted to use Board resources to perform any Secondary Employment.
- G. Service on a board of directors in exchange for monetary compensation or an ownership interest in a Corporation will be viewed as Secondary Employment. See Sections XI (C) and



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(D) for provisions regarding conflicts of interest between Board employment and service on a board.

XIV. Use or Disclosure of Confidential Information

No Official or Employee shall use or disclose Confidential Information gained by reason of his or her position or employment. However, an Official or Employee may use or disclose Confidential Information as required by law to perform his or her official duties. Nothing in this Section shall limit the rights afforded to "whistleblowers" pursuant to the Illinois Whistleblower Act, 740 ILCS 174 et al. as amended and the Illinois School Code, 105 ILCS 5/34-2.4c.

XV. Post-employment and Post-membership Restrictions

- A. If a former Official or Employee was counsel of record or participated personally and substantially in a judicial or administrative proceeding during his or her term of office or employment, then the former Official or Employee shall not assist or represent any Person other than the Board in any related judicial or administrative proceeding.
- B. If a former Official or Employee participated personally and substantially in the subject matter of the transaction during his or her term of office or employment, then the former Official or Employee shall not assist or represent any Person in any business transaction involving the Board for a period of one year after the termination of the Official's or Employee's term of office or employment. However, if a former Official or Employee exercised Contract Management Authority with respect to a contract, this prohibition shall be permanent as to that contract.
- C. The Board shall not hire a former Board Member in any capacity for a period of one year after the termination of his or her membership on the Board. In addition, during that year, the Board shall not enter into any contracts or agreements for goods or services with the former Board Member or with any corporation, partnership, association, sole proprietorship, or other entity, other than a publicly traded Corporation employing the former Board Member, unless the former Board Member receives less than \$1,500 per year from that entity.
- D. Any Official or Employee appointed by the Mayor of the City of Chicago on or after May 16, 2011, shall not lobby (as defined in §2-156-010(p) of the Municipal Code of the City of Chicago) the Board for a period of two years after the termination of the Official's or Employee's term of office or employment.
- E. No Local School Council member shall be eligible for any type of employment at the school at which he or she served as a member of the school's Local School Council, for a period of one year after the termination of his or her membership on said Local School Council. This provision shall not apply to principal, teacher, or non-teaching staff Local School Council members.
- F. No Local School Council member shall have an Economic Interest in a contract involving the school at which he or she served as a Local School Council member for a period of one year after the termination of his or her membership on said Local School Council.

XVI. Disclosures



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- A. All contracts and leases valued at \$25,000 or more to which the Board is a party shall be accompanied by a disclosure of the name and address of:
 - 1. Each attorney who was retained by the Board Vendor in connection with the contract or lease;
 - 2. Each lobbyist who was retained by the Board Vendor in connection with the contract or lease;
 - 3. Each consultant who was retained by the Board Vendor in connection with the contract or lease; and
 - 4. Any other Person who will be paid any fee for communicating with Officials or Employees when such communications are intended to influence the issuance of the contract or lease.
- B. The disclosures listed in Section XVI(A), as well as any other disclosures that must be submitted to the Board by Persons entering into contracts or leases with the Board, are to be kept in a form which allows their inspection by the public or any other entity. The Ethics Advisor in consultation with the Chief Purchasing Officer is authorized to modify the provisions of Section XVI(A) above.
- C. In order to assist candidates for public office in monitoring compliance with Chicago's ordinance which sets an upper limit of \$1,500 on campaign contributions by an entity that Does Business with the Board or has Done Business with the Board during the past four years, the office of the Board's Chief Purchasing Officer shall submit to the City of Chicago a list of all entities that have Done Business with the Board during the past four years. A revised list including this information shall be submitted to the City each month or such other schedules specified by the City.

XVII. Filing of Statements of Economic Interests

- A. Board Members and designated Employees must file an annual Statement of Economic Interests as required by the Illinois Governmental Ethics Act, 5 ILCS 420 et al.
- B. Local School Council members must file a Statement of Economic Interests as required by the Illinois School Code, 105 ILCS 5/34-2.1(q), and rules promulgated by the Board.

XVIII. Political Activities

- A. Employees are permitted to engage in Political Activity on a voluntary basis during non- work hours, vacation, or personal time. Employees are not permitted to engage in Political Activity during any other Board compensated time.
- B. At no time shall any Official or Employee intentionally misappropriate the services of any Employee by requiring that any Employee perform any Political Activity as:
 - 1. Part of that Employee's duties;
 - 2. A condition of employment; or
 - 3. During any time-off that is compensated by the Board (such as vacation or personal time).
- C. No Official or Employee shall require any Employee to participate in Political Activity in consideration for that Employee being awarded additional compensation or employee benefit such as a salary adjustment, bonus, compensatory time-off, or continued employment.



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- D. No Official or Employee shall award, and no Employee shall accept, any additional compensation or employee benefit such as a salary adjustment, bonus, compensatory time-off, or continued employment, in consideration for the Employee's participation in Political Activity.
- E. No Official or Employee shall use his or her official Board position to engage in Political Activity or endorse a Candidate for Elective Office.
- F. No Official or Employee is permitted to use Board resources to perform any Political Activity.
- G. Nothing in this Section prohibits Political Activities that are otherwise appropriate for an Employee to engage in as part of his or her official employment duties.
- H. Officials and Employees may permit a Candidate for Elected Office to use the Board's school buildings only in accordance with Board Rule 6-25.

XIX. Rights and Responsibilities Under This Code of Ethics

- A. All Officials and Employees are responsible for complying with this Code of Ethics.
- B. All Employees have the right and are encouraged to report potential violations of this Code of Ethics to the Ethics Advisor.
- C. Any Official or Supervisor who knows or has reason to know that this Code of Ethics may have been violated must report the matter to the Ethics Advisor.
- D. All Officials and Employees are responsible for cooperating with inquiries to determine whether this Code of Ethics has been violated. This cooperation will include supplying witness testimony, documents, and any other requested information. Failure to do so may be considered a violation of this Code.
- E. All Officials and Employees are responsible for cooperating with remediation of violations of this Code.

XX. Legal Compliance

Officials and Employees covered by this Code of Ethics shall abide by any and all applicable local, state, and federal laws, regulations, or rules. Violations of the Illinois Governmental Ethics Act, 5 ILCS 420 et al., may be referred to the appropriate prosecutorial authority and result in a fine up to \$5,000.00.

XXI. Penalties for Violations

- A. Any Employee who violates this Code of Ethics may be subject to discipline, including suspension or dismissal.
- B. Any Official who violates this Code of Ethics may be subject to disqualification or removal from office.
- C. Any Contractor who violates this Code of Ethics may be subject to debarment under the Board's Debarment Policy.



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XXII. Effective Date

This Code of Ethics shall be in effect beginning May 25, 2011.

Amends/Rescinds: Rescinds 04-0623-PO4 and 10-0526-RS14

Cross References: 18-0124-PO1 (Modification of Section XV.C of Code of Ethics for School Years 2017-18 and 2018-19 attached to the Policy)

99-0728-PO1; 99-0421-PO2; 98-0923-PO4; 97-1119-PO1; 96-0327-PO7; 95-0927-RU3 90-0117-RS2; 80-256-6A

Legal References: Securities Exchange Act of 1934, 15 U.S.C. §78 et al.; Lobbyist Registration Act, 25 ILCS 170/2; Illinois Charter Schools Law, 105 ILCS 5/27A; Freedom of Information Act, 5 ILCS 140 et al.; Illinois School Code, 105 ILCS 5/34-1.1; The Illinois Religious Freedom Protection and Civil Union Act, Public Act 096-1513 (as effective June 1, 2011); Local School Council Training, 105 ILCS 5/34-2.2(b); Illinois Whistleblower Act, 740 ILCS 174 et al.; Illinois School Code, 105 ILCS 5/34-2.4c; Illinois School Code, 105 ILCS 5/34-2.1(q); Municipal Code of the City of Chicago, §2-156-010(p); Illinois Governmental Ethics Act, 5 ILCS 420 et al. Public Act 096-1412 amending 105 ILCS 5/34-2.1(a).

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18-0124-PO1

January 24, 2018

MODIFY SECTION XV.C OF CODE OF ETHICS - BOARD REPORT 11-0525-PO2 - FOR SCHOOL YEARS 2017-18 AND 2018-19

THE ACTING CHIEF EXECUTIVE OFFICER RECOMMENDS THAT:

The Board modify Section XV.C of its Code of Ethics (Board Report 11-0525-PO2) for School Years 2017-18 and 2018-19 as follows:

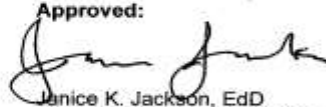
XV. Post-employment and Post-membership Restrictions

C. The Board shall not hire a former Board Member in any capacity within thirty (30) calendar days of the expiration or other termination of his or her term of office as a member of the Board ~~for a period of one year after the termination of his or her membership on the Board.~~ In addition, ~~during that for a period of one year after the termination of his or her membership on the Board,~~ the Board shall not enter into any contracts or agreements for goods or services with the former Board Member or with any corporation, partnership, association, sole proprietorship, or other entity, other than a publicly traded Corporation employing the former Board Member, unless the former Board Member receives less than \$1,500 per year from that entity.

Approved for Consideration:


Matthew Lyons
Chief Talent Officer

Approved:


Janice K. Jackson, EdD
Acting Chief Executive Officer

Approved as to Legal Form:


Douglas Henning
Acting General Counsel

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HIPAA Business Associate Addendum

This HIPAA Business Associate Addendum ("BAA") is entered into between Google LLC ("Google") and **Board of Education of City of Chicago**, with offices at 42 W. Madison, Chicago, Illinois ("Customer"), and supplements, amends and is incorporated into the Google Cloud Master Agreement for G Suite for Education Services between Google and Customer (the "Agreement"). Capitalized terms used but not defined in this Addendum have the meaning given to them in the Agreement. This BAA will be effective as of April 1, 2020 (the "BAA Effective Date").

This BAA (a) only applies to Covered Services provided under the Agreement, (b) is valid and effective so long as there is an active Order Form for such Covered Services, and (c) together with the Agreement, governs each party's respective obligations regarding Protected Health Information.

In the event of inconsistency or conflict between this BAA and the online version of the BAA subsequently accepted and signed up by the Customer through the Admin Console, the terms of this BAA shall prevail.

1. Definitions.

"Business Associate" has the definition given to it under HIPAA.

"Breach" has the definition given to it under HIPAA.

"Covered Entity" has the definition given to it under HIPAA.

"Covered Services" means the Google products and/or services specifically listed in the URLs on Attachment 1, as may be updated from time to time by Google with notice to Customer. Google may only remove a Covered Service from those URLs with at least 12 months prior notice.

"Designated Record Set" has the definition give to it under HIPAA.

"HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the rules and the regulations thereunder, as amended.

"HIPAA Implementation Guide" means the informational guide that Google makes available at the URL in Attachment 2, or a successor URL, describing how the Covered Services may be configured by Customer in connection with Customer's HIPAA compliance efforts.

"HITECH Act" means the Health Information Technology for Economic and Clinical Health Act enacted in the United States Congress, which is Title XIII of the American Recovery & Reinvestment Act, and the regulations thereunder, as amended.

"Protected Health Information" or "PHI" has the definition given to it under HIPAA and for purposes of this BAA is limited to PHI within Customer Data to which Google has access through the Covered Services in connection with Customer's permitted use of Covered Services.

"Required by Law" has the definition given to it under HIPAA.



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"Security Incident" has the definition given to it under HIPAA.

2. **Applicability.** This BAA applies to the extent Customer is acting as a Covered Entity or a Business Associate to create, receive, maintain, or transmit PHI via a Covered Service and to the extent Google, as a result, is deemed under HIPAA to be acting as a Business Associate or Subcontractor of Customer. Customer acknowledges that this BAA does not apply to (a) any other Google product, service, or feature that is not a Covered Service; or (b) any PHI that Customer creates, receives, maintains, or transmits outside of the Covered Services (including Customer's use of its offline or on-premise storage tools or third-party applications).
3. **Permitted Use and Disclosure of PHI.**
 - (a) Except as otherwise stated in this BAA, Google may use and disclose PHI only (i) as permitted or required by the Agreement or this BAA or (ii) as required by law.
 - (b) Google may use and disclose PHI for its proper management and administration and to carry out its legal responsibilities, provided that any disclosure of PHI for such purposes may only occur if (i) required by law; or (ii) Google obtains written reasonable assurances from the person to whom PHI will be disclosed that it will be held in confidence, used only for the purpose for which it was disclosed, and that Google will be notified of any Breach or Security Incident.
4. **Customer Obligations.**
 - (a) Customer will not request that Google or the Covered Services use or disclose PHI in any manner that would not be permissible under HIPAA if done by Customer (if Customer is a Covered Entity) or by the Covered Entity to which Customer is a Business Associate (unless expressly permitted under HIPAA for a Business Associate).
 - (b) For End Users that use the Covered Services in connection with PHI, Customer will use controls available within the Services, including those detailed in the HIPAA Implementation Guide, to ensure its use of PHI is limited to the Covered Services. Customer acknowledges and agrees that the HIPAA Implementation Guide is provided by Google solely as an informational guide with respect to Customer's configuration options, and that Customer is solely responsible for ensuring that its and its End Users' use of the Covered Services complies with HIPAA and HITECH.
5. **Appropriate Safeguards.** Google and Customer will each use appropriate safeguards designed to prevent against unauthorized use or disclosure of PHI, and as otherwise required under HIPAA, with respect to the Covered Services.
6. **Reporting and Related Obligations.**
 - (a) Google will promptly notify Customer of (i) any Security Incident of which Google becomes aware, subject to Section 6(c); and (ii) any Breach that Google discovers, provided that any notice for Breach will be made promptly and without unreasonable delay, and in no case later than 60 calendar days after discovery. Notifications made



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under this section will describe, to the extent possible, details of a Breach, including steps taken to mitigate the potential risks and steps Google recommends Customer take to address the Breach.

- (b) Google will send any applicable notifications to the notification email address provided by Customer in the Agreement or via direct communication with Customer.
- (c) Notwithstanding Section 6(a), this Section 6(c) will be deemed as notice to Customer that Google periodically receives unsuccessful attempts for unauthorized access, use, disclosure, modification, or destruction of information, or interference with the general operation of Google's systems and the Covered Services. Customer acknowledges and agrees that even if such events constitute a Security Incident, Google will not be required to provide any notice under this BAA regarding such unsuccessful attempts other than this Section 6(c).

7. **Subcontractors.** Google will take appropriate measures to ensure that any Subcontractors used by Google to perform its obligations under the Agreement that require access to PHI on behalf of Google are bound by written obligations that provide the same material level of protection for PHI as this BAA. To the extent Google uses Subcontractors in its performance of obligations hereunder, Google will remain responsible for their performance as if performed by Google.
8. **Access and Amendment.** Customer acknowledges and agrees that Customer is solely responsible for the form and content of PHI maintained by Customer within the Covered Services, including whether Customer maintains such PHI in a Designated Record Set within the Covered Services. Google will provide Customer with access to Customer's PHI via the Covered Services so that Customer may fulfill its obligations under HIPAA with respect to Individuals' rights of access and amendment, but will have no other obligations to Customer or any Individual with respect to the rights afforded to Individuals by HIPAA with respect to Designated Record Sets, including rights of access or amendment of PHI. Customer is responsible for managing its use of the Covered Services to appropriately respond to such individual requests.
9. **Accounting of Disclosures.** Google will document disclosures of PHI by Google and provide an accounting of such disclosures to Customer as and to the extent required of a Business Associate under HIPAA and in accordance with the requirements applicable to a Business Associate under HIPAA.
10. **Access to Records.** To the extent required by law, and subject to applicable attorney client privileges, Google will make its internal practices, books, and records concerning the use and disclosure of PHI received from Customer, or created or received by Google on behalf of Customer, available to the Secretary of the U.S. Department of Health and Human Services (the "Secretary") for the purpose of the Secretary determining compliance with this BAA.



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11. Expiration and Termination.

- (a) This BAA will terminate on the earlier of (i) a permitted termination in accordance with Section 11(b), or (ii) the expiration or termination of the Agreement under which Customer has access to a Covered Service.
- (b) If either party materially breaches this BAA, the non-breaching party may terminate this BAA on 10 days' written notice to the breaching party unless the breach is cured within the 10-day period. If a cure under this Section 11(b) is not reasonably possible, the non-breaching party may immediately terminate this BAA, or if neither termination nor cure is reasonably possible under this Section 11(b), the non-breaching party may report the violation to the Secretary, subject to all applicable legal privileges.
- (c) If this BAA is terminated earlier than the Agreement, Customer may continue to use the Services in accordance with the Agreement, but must delete any PHI it maintains in the Covered Services and cease to further create, receive, maintain, or transmit such PHI to Google.

12. Return/Destruction of Information. On termination of the Agreement, Google will return or destroy all PHI received from Customer, or created or received by Google on behalf of Customer; provided, however, that if such return or destruction is not feasible, Google will extend the protections of this BAA to the PHI not returned or destroyed and limit further uses and disclosures to those purposes that make the return or destruction of the PHI infeasible.

13. Miscellaneous.

- (a) Survival. Sections 12 (Return/Destruction of Information) and 13 (Miscellaneous) will survive termination or expiration of this BAA.
- (b) Counterparts. The parties may execute this BAA in counterparts, including facsimile, PDF, or other electronic copies, which taken together will constitute one instrument.
- (c) Effects of Addendum. The Agreement remains in full force and effect except as modified by this BAA. To the extent the Agreement and this BAA conflict, this BAA governs. The General Terms section titled "Governing Law" applies to this BAA.

Signed by the parties' authorized representatives on the dates below.

Google LLC ("Google")**Board of Education of City of Chicago
("Customer")**

DS

RB



Philipp Schindler
Authorized Signatory

2020.07.28

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-07'00'

Title:

DocuSigned by:

By:



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Print Name: Miguel del Valle

Title: President



THIS AGREEMENT WILL BE POSTED ON THE CPS WEBSITE.

Date:

Date: July 30, 2020

DocuSigned by:
By: *Estela G. Beltran*
06FC32BB76214FE...
Print Name: Estela G. Beltran

Title: Secretary

Date: July 30, 2020

DocuSigned by:
By: *Janice K. Jackson*
7970DEEE92FD49F...
Print Name: Janice K. Jackson, Ed.D.

Title: Chief Executive Officer

Date: July 30, 2020

Board Report No. 20-0226-PR8

Approved as to legal form: ^{DS} *CD* ^{DS} *BH* ^{DS} *JB*
DocuSigned by:
Joseph T. Moriarty
571EC59C93144C5...

Joseph T. Moriarty
General Counsel



THIS AGREEMENT WILL BE POSTED ON THE CPS WEBSITE.

Attachment 1
List of Covered Services

- Any G Suite product or service specifically identified at:
http://cloud.google.com/terms/identity/hipaa_functionality.html as being covered by the Google BAA (collectively "G Suite Covered Services").



THIS AGREEMENT WILL BE POSTED ON THE CPS WEBSITE.

Attachment 2
HIPAA Implementation Guide

For G Suite Covered Services:

- The HIPAA Implementation Guide is available for review at the following URL:
https://static.googleusercontent.com/media/gsuite.google.com/en//terms/2015/1/hipaa_implementation_guide.pdf

