

**Sauk Valley Community College
October 28, 2024**

Action Item 4.5

Topic: Sole Source Procurement – Common App

Strategic Direction: Access and Inclusion – Sauk Valley Community College is a welcoming and inclusive centralized hub for all learning and training needs across the Sauk Valley region.

Presented By: Drs. David Hellmich and Jon Mandrell

Presentation:

The Illinois Community College Board has invited community colleges to participate in an Early Adopter pilot program with Common App, which is web-based software that offers college applicants an efficient and convenient way to apply to over 1,000 member colleges with a single submission. As part of this initiative, prospective students may consider Sauk Valley Community College as one of their options when choosing an institution to attend. The implementation of the Common App will not only enhance SVCC’s application process, but will also support the College's and the State of Illinois' efforts to improve access and inclusion. Additionally, the Common App offers excellent adaptability, functionality, and value. Since it is the sole provider of the required software, the public bid process is not necessary.

Procurement Rules:

Uniform Grant Guidance (2 CFR 200.320(f)1) allows for procurement by noncompetitive proposals if the item is available from a single source. The Public Community College Act (110 ILCS 805/3-27.1) and Sauk Valley Community College Board Policy (305.01) exempt purchases and contracts for the use, purchase, delivery, movement, or installation of data processing equipment, software, or services from competitive bidding.

Contract Terms:

	<u>Year 1</u>	<u>Year 2</u>
Implementation Fee:	\$ 7,000	\$ -
Service Cost:	\$ 2,500	\$ 2,500
Total	\$ 9,500	\$ 2,500

Funding Source:

ICCB is exploring options to fund the initiative but has been unable to secure funding at this point. Year one and two costs will be funded through unrestricted operating funds, pending allocation from ICCB.

Recommendation:

The administration recommends the Board approve the proposed contract terms from Common App for a total obligation of \$12,000 for a term of two years funded through unrestricted operating funds, supplemented by ICCB funds if obtained.

Common Application Member Agreement

Sauk Valley Community
College

Status: Not Submitted

This Member Agreement (“Agreement”) is entered into on the date of last signature by and between you, the Member Institution, and The Common Application (the “Effective Date”), who agree as follows:

WHEREAS, The Common Application, Inc. (“Common App”, “us”, “we”, “our”) is a 501(c)(3), Virginia Non-Stock Corporation membership organization committed to the pursuit of access, equity, and integrity in the college admission process, through a dedication to lowering the logistical and systemic barriers to college access, supporting those who support students, serving a diverse group of students and institutions and leveraging data and insight to inform our member institutions (“Member”, “you”, or “Member Institution”) (Common App and Member may each be referred to individually as a “Party,” or collectively, the “Parties”).

WHEREAS, Common App supports its mission in part by providing an accessible online application platform for students that is simple and logical to use to apply to Common App Member Institutions; and

WHEREAS, the undersigned Member represents and warrants that it is a Not-for-Profit, undergraduate Degree-Granting institution accredited by a regional or national accrediting authority (“Eligibility Criteria”) acceptable to Common App, in Common App’s sole discretion; and

WHEREAS, the undersigned Member understands and agrees all Eligibility Criteria are required for membership in Common App. Member shall notify Common App within sixty (60) days should Member no longer meet any one of the Eligibility Criteria. Failure to meet any one of the Eligibility Criteria may result in denial, suspension and or immediate termination of membership in Common App,

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Common App and Member, intending to be legally bound, do hereby agree as follows:

Definitions

Abandoned Member: A member who signs the Common App Membership Agreement and fails to launch or defer their application, and fails to pay the applicable dues and fees, will be deemed to have abandoned their membership for the current term.

Applicant: Any student that applies to a Member Institution through Common App for First Year or Common App for Transfer.

Applicant Data: Any Applicant-submitted data sent by Common App to the Member regarding students that have submitted their applications through Common App or Common App for Transfer. This includes Applicant contact information, all information contained in an application submitted by an Applicant, all transcripts, scores, and recommender letters.

Application Year: August 1 through July 31 of any given year.

Common App Application Fee: Every Member Institution is charged an application fee for each application submitted to Common App.

Common App Products and Services: Products and services offered by Common App, as further detailed in the Products and Services Form.

Deferral: Policy which permits a Member to defer the launch of their application(s) for one (1) year without repeating the implementation process and accrual of an additional implementation fee.

Fee Waiver: Allows an Applicant to apply to a Member Institution without paying the Member Application Fee.

Good-Standing: A Member who executes the current Member Agreement, complies with the terms and conditions of the Member Agreement and any other applicable Common App terms, conditions, policies, and procedures, and has satisfied all fees owed to Common App.

Help Topic: Member-specific frequently asked questions that appear on the right-hand navigation within the Member Screen.

Implementation Specialist: A dedicated Common App expert responsible for onboarding new Members.

Insight Participation Agreement: Visual analytics service agreement for Common App Members who opt into the service.

Institution: A college, university or institution that is eligible to be a member of the Common App.

Member or Member Institution: Any college, university, or educational institution that, at all times, satisfies the conditions and criteria for membership in Common App as set forth in the Articles of Incorporation and Bylaws of Common App, as in effect from time to time, and maintains the requirements for good standing of membership as set forth in the Articles of Incorporation and Bylaws, this Agreement, and other policies of Common App, each as in effect from time to time.

Member Agreement: The agreement signed by the Member that defines the Eligibility Criteria and terms and conditions under which an institution may become and remain a Member of the Common App in good standing.

Member Application Fee: Every Member Institution may opt to charge an application fee that is collected through Common App via a third-party payment vendor.

Member Data: Data submitted by the Member into the Common App Products and Services.

Member Platform: Essential, Standard, and Custom platforms provide members with a choice of service and technology options.

MSI Participation Agreement: Common App Minority Serving Institutions pilot program subject to additional terms as outlined in the MSI Agreement.

Member Service Representative: A Common App staff member who works with Members to troubleshoot issues, conduct annual changes and share best practices.

Member Screen: A set of questions that are unique to the Member Institution for an Applicant to complete.

Membership Overview: Resource in the Member Portal where Members may access important information and policies related to membership in Common App.

Membership Year: July 1 through June 30 of any given year.

Personal Information: Information that can be used to identify, locate, or contact an individual, alone or when combined with other personal or identifying information.

Privacy Policy: Describes how Common App collects and uses the personal information provided through our Properties.

Products and Services Form: Where Members sign up for, modify, or cancel Common App Products and Services, also referred to as Exhibit A.

Properties: Properties owned and operated by Common App which include www.commonapp.org, apply.commonapp.org, and recommend.commonapp.org, ("Web Site") and our mobile app (the "App")

Recommendation forms: Forms submitted on behalf of an Applicant based on the recommendation requirements a Member Institution has elected.

Scheduled Delivery Service ("SDS"): SDS refers to the automated delivery of Applicant and recommender records through data exports and/or PDF generation.

Solution: The Websites available at: www.commonapp.org, apply.commonapp.org, recommend.commonapp.org, apply.transfer.commonapp.org, recommend.transfer.commonapp.org, members.transfer.commonapp.org, tcc.transfer.commonapp.org, The Common Application for Transfer, Recommender Forms, and other features and services; authorized mobile phone applications; and any webpages, portals, applications, features, and content associated with any of the foregoing.

Terms of Use: [End user agreement](#) between Common App and any party who accesses or uses our website, platform, and or other properties, as may be updated from time to time.

Terms and Conditions

Non-Discrimination; Equal Treatment; Form Acceptance; Fee Collection.

1. Non-Discrimination: Member will not adopt, implement, or use any undergraduate admission program, policy, or activity that discriminates on the basis of race, color, ethnicity, national origin, religion, creed, sex, age, marital status, parental status, physical disability, learning disability, political affiliation, veteran status, or sexual orientation (This requirement shall not apply to discrimination in admissions against protected classes where a

Member Institution is exempt from Title IX of the Education Amendments of 1972 and its implementing regulations. Upon Common App's written request, Member Institution will provide a copy of the federal exemption to Common App.)

2. Equal Treatment: To reduce barriers and stress for students applying to college, Members agree they will not discriminate against or disadvantage any Applicant based solely on the Applicant's choice of application platform. Members that also offer application platform(s) that collect information different from that collected by Common App are free to evaluate and make admissions decisions based on the information contained in each application. Members should offer the same Fee Waivers to all eligible students regardless of the application used and will provide an easy-to-use, prominent reference to the Common App in application materials that describe or reference the various ways applications for admission to the Member may be submitted (e.g., admission office web sites, college admission brochures, and the like). Nothing herein shall be construed to limit the ability of Members to express opinions about various applications, application forms, or application providers.

3. Recommendation Form Acceptance: Member will accept all Common App Applicant Recommendation Forms (including final transcripts) online, for schools that choose to send them online.

4. Student Application Acceptance: Members will consider applications to be timely submitted if an Applicant's failure to meet the Member's application deadline was caused by a process malfunction and/or a system malfunction within the application.

5. Application Fee Collection: If Member charges a Member Application Fee, Member will only use Common App's third-party payment vendor to process Member Application Fees charged to Applicants.

6. Member Requirements: To maintain membership in Common App, a Member must maintain Good-Standing status. Failure to maintain Good-Standing status shall constitute a breach of this Agreement. Common App, in its sole discretion, may prohibit a Member's use of the Common App platform and/or any Common App Products and Services for Member's failure to maintain Good-Standing status. Common App, in its sole discretion, may terminate this Agreement for Member's failure to maintain Good-Standing status.

Intellectual Property; License; Data Protection and Privacy.

7. Intellectual Property:

A. Permitted use of the Common App mark inures to the sole benefit of Common App.

B. All rights, including without limitation copyright to the application forms and trademark to the name Common App, are the sole property of Common App.

C. Common App is granted the right to non-exclusively use the name and/or logo of Member for the purpose of identifying Member as a member of Common App.

8. License: Common App has established Terms of Use, as may be amended from time to time, for Member's use of Common App Products and Services, located at <https://www.commonapp.org/terms-of-use> and hereby incorporated by reference. Member agrees to comply with and abide by the Common App Terms of Use.

9. Data Protection and Privacy:

A. Common App will comply with all data protection and privacy laws, domestic and international, as may be applicable to our handling or processing of Applicant data set forth in the Common App Privacy Policy, located at <https://www.commonapp.org/privacy-policy> and hereby incorporated by reference and as may be updated from time to time.

B. Common App Web site Visitors, Applicants, Parents/Guardians of Applicants, School Officials, and Recommenders (“Users”), retain ownership of and an interest in all data (including Personal Information) provided to the Properties. However, Common App has the right to use all data provided to the Properties (including Personal Information) in accordance with our Terms of Use and Privacy Policy. Once a User decides to share Personal Information with a Member through the Properties, the Member controls that Personal Information and can use it in accordance with its own privacy policy and applicable laws.

Notices; Assignment; Third-Party Use; Publicity/Use of Common App Name

10. Notices: All notices and communication regarding this Member Agreement or in relation to the Terms of Use or Common App for Transfer Agreement shall be directed to contracts@commonapp.org for resolution.

11. Assignment: Neither Party may assign its rights or obligations under this Member Agreement without the prior written consent of the other, except in the case of a transfer or sale of all or substantially all of the business or assets of Common App, or a merger, consolidation, or other transaction that results in a change in control of Common App.

12. Third-Party Use:

A. Member may utilize third-party tools and third-party services in connection with the use of the Common App Member Screen, Help Topics and custom text sections. Member agrees when using the Common App not to promote, link to, or explicitly encourage the use of any particular brand of third-party tool or third-party service.

B. Common App may work with third parties that collect data about your use of the Common App Properties and other sites or apps over time for non-advertising purposes. Common Application uses Google Analytics and other third-party services to improve the performance of the Properties.

C. The Common Application for Transfer service is operated/administered by Liaison International Inc. (“Liaison”) on behalf of Common App, and includes the following domains: apply.transfer.commonapp.org, recommend.liaisoncas.com, and <https://commonapp.webadmit.org> for use by student transfer applicants to college/university undergraduate programs, school advisors, recommenders, evaluators and/or participating Members.

13. Publicity/ Use of Common App Name: Members may disclose and publicize membership in the Common App in accordance with the Common App Logo Guidelines as detailed in the Common App Membership Overview section of the Member Portal.

Billing and Fees

14. Billing and Fees: All Common App fees are non-refundable.

A. General Invoicing and Payment Terms

i. Billing Requests. Common App will not honor billing requests which vary from those procedures utilized for all Members, including but not limited to requests for custom invoicing formats, custom billing cycles and custom delivery of invoices.

ii. Billing Contact. All Common App invoices will be emailed to the Member’s billing contact and it is the Member’s responsibility to keep the information current in Common App’s Member Portal.

iii. Taxes. Member shall bear sole responsibility for the payment of the amount of any such sales, use, or similar tax imposed by any state, local authority or jurisdiction (including any related interest or penalties).

iv. Undisputed Invoices. Member agrees to pay all undisputed invoices within thirty (30) days of the invoice date and will remit payment electronically, i.e. ACH, wire transfer, or other Common App accepted electronic methods of payment to the account designated by Common App. All invoices will be issued in U.S. Dollars and must be paid in U.S. Dollars.

v. Disputed Invoice. In the event of a disputed invoice (i.e., including but not limited to an invoice that contains a mathematical error, an unauthorized charge or reasonably requires additional evidence of its validity), Member agrees to (i) notify Common App in writing of such disputed amount within thirty (30) days of Member's receipt of the subject invoice and (ii) pay all undisputed amounts within thirty (30) days of the invoice date. After resolution of a dispute, Member agrees to promptly pay any outstanding fees owed to Common App.

vi. Member Access. Common App reserves the right to disable Member access to Common App systems for any invoice not paid in full within one hundred twenty (120) days.

B. Fees

i. Fee Schedules. Fee schedules for Annual Membership dues, Implementation Fees, Common App Application Fees, and Payment Processing Fees are detailed in Exhibit A - Products and Services Form attached hereto and incorporated by reference. All fees as detailed in Exhibit A are subject to all terms and conditions in this Member Agreement. Common App, in its sole discretion, reserves the right to modify or change any and all fees hereunder for any reason at any time with ninety (90) days advance written notice of fee changes.

ii. Membership Dues. Member is responsible for annual membership dues in accordance with the Membership dues fee schedule as detailed in Exhibit A- Products and Services form. Common App will invoice the Member prior to the commencement of the Membership Year or on the renewal date if renewed after June 30.

A Member who signs the Common App Membership Agreement and fails to launch or defer their application, and fails to pay the applicable dues and fees, will be deemed to have abandoned their membership for the current term. Common App reserves the right to disable an Abandoned Member's access to any and all Common App systems and take any further action(s) available to it by law. Notwithstanding the foregoing, an Abandoned Member may return to Good Standing at any time, by satisfying all outstanding invoices with Common App and indicating their desire to return to Good Standing in writing.

iii. Implementation

a. New Members will incur an implementation fee in the first year of their membership in accordance with the fee schedule detailed in the Products and Services Form, attached as Exhibit A.

b. Common App will include applicable implementation fees on the membership dues invoice.

iv. Common App Application Fees

a. The Member will be charged a per-application fee for each First Year and/or Transfer application that is submitted in accordance with the application fee schedule detailed in Exhibit A- Products and Services Form.

b. Common App will invoice Members monthly in arrears for all application fees not collected at the time of transaction which may include applications submitted using fee waivers.

v. Payment Processing Fees

- a. Members will be charged a payment processing fee for each transaction in which a Member Application Fee is charged in accordance with the payment processing fee schedule as detailed in Exhibit A- Products and Services Form.
- b. Any payment processing fees that have not been collected at the time of the transaction will be invoiced with the application fees.

vi. Products and Services Form

- a. **Enrollment.** Members are required to complete and submit enrollment in any Common App Product(s) and/or Service(s) via the Products and Services Form at the time of Member Agreement execution. All Associated dues and fees will apply.
- b. **Modification.** Members may modify their selected Common App Products and Services by updating the current Products and Services Form via the Member Portal at any time. Associated fees in addition to billing and fee terms detailed in this Member Agreement shall apply to all Member elections and/or changes on the Products and Services Form and shall become effective as of the date of submission of any change and or update.
- c. **Renewal.** Once enrolled, a Member shall renew their selected Common App Products and Services annually, by acknowledgment and signature in the Products and Services Form (Exhibit A). Otherwise, Members may change their Common App Products and Services at the time of annual renewal or for any reason at any time as detailed hereinabove.
- d. **Notice of Changes.** Common App will provide ninety (90) days advance written notice of any changes to this Member Agreement including any or all Amendments, Exhibits, and Attachments hereto. Members may opt-out or cancel membership altogether in accordance with the Terms and Conditions detailed herein.

Term; Period of Performance; Amendments; Termination

15. Term:

A. Two-Year Term. This Member Agreement takes effect upon the Effective Date and shall continue for two (2) years through June 30, 2026, unless otherwise terminated by one or both Parties with advance written notice to the non-terminating Party indicating the Termination Date. A terminating Member shall be responsible for all fees and costs incurred up through the Termination Date.

B. Term Exception. Notwithstanding the foregoing, Members who are unable to execute contracts for longer than one year subject to institutional and or regulatory restrictions, will be permitted to request an adjustment in accordance with such established written institutional and or regulatory policy.

C. Term and Fees. Members are required to update Common App Products and Services selections annually via the Common App Products and Services Form (Exhibit A). Updates to the Products and Services will amend this Agreement. Additionally, all fees, including member dues, are incurred on an annual basis and will become effective on the submission date of any modification or change to the products and services hereunder.

16. Period of Performance: The period of performance under this Member Agreement shall commence on July 1, 2024, and continue through June 30, 2026, unless otherwise agreed by the Parties in writing.

17. Amendments:

A. Common App Amendments. Common App may from time to time modify the terms of this Member Agreement with ninety (90) days advance written notice to Members.

B. Member Amendments. Members may request amendments to this Member Agreement which are consistent with Member and Common App institutional policies and procedures. Common App and Member understand that Common App will not execute amendments or other instruments which include terms and conditions that conflict with the Terms and Conditions of this Member Agreement. In the event of any conflict, the Terms of this Agreement shall control.

18. Termination:

A. Common App reserves the right at any time and on any grounds, to deny or suspend access to Common App Products or Services or to any portion thereof for any reason, including, without limitation, in order to protect our name and goodwill, our business, our security and stability, and/or the rights of others.

B. Members may also terminate this Agreement at any time by ceasing to use Common App's Products or Services and providing written notice to Common App. Upon termination of this Agreement for any reason, all licenses granted by the Common App hereunder shall immediately terminate and Members must cease use of Common App's Products and Services. The provisions of this Agreement concerning the Common App's proprietary rights (Section 7), licenses (Section 8), disclaimers of warranty (Section 19) and liability (Section 21), limitations of liability (Section 20), no waiver (Section 29) and severability (Section 28), entire agreement (Section 32), indemnification (Section 22), dispute resolution (Section 25), and governing law (Section 24) will survive the termination of this Agreement for any reason.

A Member who wishes to terminate this Agreement shall provide advance written notice to Common App indicating a Termination Date. Member shall be responsible for all costs and fees incurred up through the Termination Date.

C. The Common App reserves the right, in its sole discretion, to terminate or suspend Member access to our Products and Services without notice to Members if Common App reasonably determines or suspects that Members are in violation of this Agreement and/or the intellectual property rights of the Common App or our applicable providers and licensors.

Warranties and Disclaimers; Limitation of Liability; Liability

19. Warranties and Disclaimers: COMMON APP'S PRODUCTS AND SERVICES ARE PROVIDED "AS IS" AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMITTED PURSUANT TO APPLICABLE LAW, THE COMMON APP AND ITS AFFILIATES, LICENSORS, SUPPLIERS, ADVERTISERS, SPONSORS, AND AGENTS DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, ACCURACY, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES THAT MAY ARISE FROM COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE. THE COMMON APPS AND ITS AFFILIATES, LICENSORS, SUPPLIERS, ADVERTISERS, SPONSORS, AND AGENTS, DO NOT WARRANT THAT YOUR USE OF COMMON APP PRODUCTS AND SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR SECURE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SERVERS ON WHICH COMMON APP PRODUCTS AND SERVICES ARE HOSTED ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. MEMBERS ACKNOWLEDGE THAT THEY ARE RESPONSIBLE FOR OBTAINING AND MAINTAINING ALL TELEPHONE, COMPUTER HARDWARE, AND OTHER EQUIPMENT NEEDED TO ACCESS AND USE COMMON APP PRODUCTS AND SERVICES, AND ALL CHARGES THERETO. MEMBERS ASSUME ALL RESPONSIBILITY AND RISK FOR THEIR USE OF COMMON APP PRODUCTS AND SERVICES AND THEIR RELIANCE THEREON. NO OPINION, ADVICE, OR STATEMENT

OF THE COMMON APP OR ITS AFFILIATES, LICENSORS, SUPPLIERS, ADVERTISERS, SPONSORS, AGENTS, MEMBERS, OR VISITORS SHALL CREATE ANY WARRANTY. YOUR USE OF COMMON APP PRODUCTS AND SERVICES AND ANY MATERIALS PROVIDED THROUGH THE COMMON APP ARE ENTIRELY AT YOUR OWN RISK.

20. Limitation of Liability: NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL EITHER PARTY BE RESPONSIBLE FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND, LOST GOODWILL, LOST PROFITS, LOST BUSINESS OR OTHER INDIRECT ECONOMIC DAMAGES, WHETHER SUCH CLAIM IS BASED IN CONTRACT, NEGLIGENCE, TORT (INCLUDING STRICT LIABILITY) OR OTHER LEGAL THEORY, AS A RESULT OF A BREACH OF ANY WARRANTY OR ANY OTHER TERM OF THIS AGREEMENT, AND REGARDLESS OF WHETHER A PARTY WAS ADVISED OR HAD REASON TO KNOW OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE.

21. Liability. To the maximum extent permitted under applicable law, Member shall and does hereby assume sole responsibility for all Member actions including that of its officers, employees, and agents, and Member's own negligence including the negligence of its officers, employees, and agents relating to or arising out of Member's (i) violation of this Agreement, (ii) infringement, misappropriation, or violation of any personal or proprietary rights of a third party, (iii) violation of applicable laws, rules, or regulations, and/or (iv) Submissions, including without limitation the quality, content, accuracy, legality, or effectiveness thereof, or any communications, transactions, or results arising therefrom. Upon mutual agreement by the Parties, The Common App may, at its own cost, assume the exclusive defense and control of any matter which you would otherwise be responsible for. The Parties agree to cooperate and assist each other in the defense or settlement of any claim.

Confidentiality; Governing Law; Arbitration; Class Action Waiver

22. Confidentiality: The parties wish to protect and preserve the confidential and/or proprietary nature of certain information and materials that may be disclosed or made available to each other for the purpose ("Purpose") intended under this Agreement, which is in connection with membership of Common App including without limitation business-related discussions, evaluations, negotiations or business-related dealings between the Parties relating to the on-line Common App system, services, products, business, user, member and customer matters and related technology.

A. Proprietary Information. "Proprietary Information" means any and all information and material disclosed by the disclosing party ("Discloser") to the receiving party ("Recipient") whether in writing, or in oral, graphic, electronic or any other form that is marked in writing as or provided under circumstances reasonably indicating it is confidential or proprietary, or if disclosed orally or in other intangible form or in any form that is not so marked, that is identified as confidential at the time of such disclosure. Proprietary Information, includes, without limitation, any (a) trade secret, know-how, idea, invention, process, technique, method, technical information, patent disclosure, patent application, compound, composition, device, design, schematic, drawing, formula, data, plan, negotiation, research agreement, prospect, strategy and forecast of, and (b) technical, engineering, manufacturing, product, marketing, financial, personnel and other information and materials of, Discloser and its employees, consultants, investors, affiliates, licensors, suppliers, vendors, members, clients, customers and other persons and entities.

B. Non-Disclosure. Recipient shall hold all Proprietary Information in strict confidence and shall not disclose any Proprietary Information to any third party, other than to its employees, consultants, members, managers, agents, subsidiaries and other affiliates who need to know such information and who are bound in writing by restrictions regarding the disclosure, use, and safeguarding of such information comparable to and no less restrictive than those set forth herein. Recipient shall not use any Proprietary Information for the benefit of itself or any third party or for any purpose other than the Purpose. Recipient shall take the same degree of care that it uses to protect its

own confidential and proprietary information and materials of similar nature and importance (but in no event less than reasonable care) to protect the confidentiality and avoid the unauthorized use, disclosure, publication or dissemination of the Proprietary Information. Recipient shall not make any copies of the Proprietary Information except to the extent reasonably necessary to carry out the Purpose, or unless otherwise approved in writing in advance by Discloser. If the parties mutually agree to enter into or continue a business relationship or other arrangement relating to the Purpose and do not enter into a new confidentiality agreement, the terms and conditions set forth herein shall also apply to any information and/or materials related to, or activities undertaken in connection with, carrying out such business relationship or other arrangement, unless otherwise agreed to by the parties in writing. Except as required by law or as reasonably required to assert its rights hereunder, neither party shall disclose the existence or substance of the discussions between the Parties or any terms of this Agreement or any related agreement between the Parties (or any matters relating thereto), without the prior written consent of the other Party. The obligations of this Section 23 with respect to any item of Proprietary Information or with respect to any discussions or agreements between the Parties shall continue for so long as the Member remains a member of the Common App and for a period of seven (7) years thereafter.

C. Remedy. To the fullest extent permissible by applicable law, Recipient agrees that, due to the unique nature of the Proprietary Information, the unauthorized disclosure or use of Discloser's Proprietary Information will cause irreparable harm and significant injury to Discloser, the extent of which will be difficult to ascertain and for which there will be no adequate remedy at law. Accordingly, Recipient agrees that Discloser, in addition to any other available remedies, shall have the right to an immediate injunction and other equitable relief enjoining any breach or threatened breach of this Agreement without the necessity of posting any bond or other security. Recipient shall notify Discloser in writing immediately upon Recipient's becoming aware of any such breach or threatened breach.

23. Governing Law: This Agreement is governed by and construed in accordance with the laws of the State where Member institution is located.

24. Dispute Resolution:

A. Informal Dispute Resolution. In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement or the breach thereof (a "Dispute"), prior to the initiation of any formal proceeding (except as provided in the last sentence of Section 10(c)), the Parties shall use their best efforts to settle the Dispute. During the course of these discussions, all reasonable requests made by one Party to another for non-privileged information, reasonably related to the Dispute, will be honored in order that each Party may be fully apprised of the other's position. The specific format for such discussions will be left to the discretion of the Parties, but may include the preparation of agreed-upon statements of fact or written statements of position.

B. Non-Binding Mediation. Except as provided in the last sentence of Section 10(c), if the Parties do not reach a resolution pursuant to Section 10(a) within a period of thirty (30) days, then upon written notice by either Party to the other, the Parties will attempt in good faith to settle the Dispute by non-binding mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to any formal proceeding, including litigation.

C. Formal Proceedings. Litigation or other formal proceedings for the resolution of a Dispute may not be commenced until the earlier of (i) a good faith determination by the appropriate representative of each Party that amicable resolution of the Dispute through continued negotiation does not appear likely, or (ii) thirty (30) days following the date that the Dispute was first referred to the mediator. Notwithstanding the foregoing, each Party may institute formal proceedings at any time in order to avoid the expiration of any applicable limitations period, or as provided in Section 10(d).

D. Immediate Injunctive Relief. If a Party determines that a breach (or attempted or threatened breach) of this Agreement by the other Party may result in damages or consequences that shall be immediate, severe and

incapable of adequate redress after the fact, so that a temporary restraining order or other immediate injunctive relief is the only adequate remedy, that Party may institute proceedings for appropriate equitable relief. If a Party files a pleading with a court seeking immediate injunctive relief and this pleading is challenged by the other Party, and the injunctive relief sought is not awarded, the Party that filed the pleading shall pay all costs and expenses (including reasonable legal fees) incurred by the other Party in connection with that other Party's successful challenge.

25. Class Action Waiver: To the extent permitted by applicable law, by using Common App Products and Services and agreeing to these terms, Members hereby willingly, expressly, and knowingly waive all right to bring or participate in any class-action lawsuit, class-wide arbitration, or private attorney-general action brought under or in connection with this Agreement or Member use of Common App Products and Services. Members may not bring any claim, suit, or other proceedings to enforce this Agreement as the member of any class or as part of any similar collective or consolidated action.

Heading; Severability; No Waiver; Force Majeure

26. Headings: The section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of the terms of this Agreement.

27. Severability: Should any provision of this Agreement be held invalid or unenforceable for any reason, the remaining provisions of this Agreement will continue in full force and effect and shall be interpreted to best effect the original intention of the Parties. The Parties agree to replace any invalid provision with a valid provision, which most closely approximates the intent and effect of the invalid provision.

28. No Waiver: The waiver by either Party of a breach of any provision will not operate or be interpreted as a waiver of any other or subsequent breach.

29. Force Majeure: Either party shall be excused from performance and shall not be liable for any breach or delay, in whole or in part, caused by the occurrence of any contingency beyond the reasonable control of the excused Party or its affiliates, licensors, suppliers, advertisers, sponsors, and agents including but not limited to war, sabotage, insurrection, riot or other act of civil disobedience, act of public enemy, failure or delay in transportation, cyberattacks, act of any government or any agency or subdivision thereof affecting the terms hereof, accident, fire, explosion, flood, severe weather or other act of God, or shortage of labor or fuel or raw materials.

Survival; Entire Agreement

30. Survival: The sections of this Agreement titled "Data Protection and Privacy", "Intellectual Property", "Term", "Termination", and "General Terms" as incorporated in this Agreement shall survive any termination of this Agreement.

31. Entire Agreement: This is the entire Agreement between the Parties related to the subject matter herein and supersedes and renders null any and all prior or contemporaneous written or oral agreements between the Parties with respect to such subject matter.

* I have read and confirm understanding of the Terms and Conditions.

IN WITNESS WHEREOF, the undersigned Party hereto has caused this Amendment to be executed by their duly authorized representatives as of the date of signature entered below.

Common App

Sauk Valley Community College

Name Jenny Rickard

Full Name *

Title President & CEO

Title *

Date March 12, 2024

**Effective
Date ***

Signature:

A handwritten signature in black ink that reads "Jenny Rickard". The signature is written in a cursive style with a large, looping initial "J".

Please review each Exhibit below and complete all required information in Exhibit A Product and Services form.

Exhibit A - Products and Services Form

Whereas, Member is a member of The Common Application, Inc. under the standard Terms and Conditions of the Membership Agreement and Member desires to sign up for products and services as indicated hereinbelow.

Member shall be responsible for all associated fees noted herein which become effective at the time of submission of this form. All Terms and Conditions apply. All Common App Fees are non-refundable.

1. Annual Membership Dues

Members are responsible for membership dues annually. Membership dues are non-refundable.

2024 Common App Annual Membership Dues:

\$2,500.00

2. Program

Member does hereby enroll in the program as indicated below. Member understands and agrees undisputed invoices for the program are due in full and all fees for the program are non-refundable.

2024 Program

First-year Application *

Transfer Application *

Select the date you anticipate your application will go live.

Anticipated Go Live Date

First-year Application *

Transfer Application *

3. Deferral

Active Members in good standing may defer going live with their application for one (1) year by indicating deferral below before **November 1, 2024**. Member must submit current Member Agreement including this Products and Services Form and remit 2024 annual Membership dues and the applicable implementation fee to defer. In completing these steps, Member will not incur additional implementation fees for application launch in 2025. A member who signs the Member Agreement and this Product and Services Form will be responsible for all applicable fees and costs incurred. Members must follow the deferral steps noted herein to preserve the 2024 implementation fee and avoid an additional implementation fee in 2025.

2024 Deferral:

- Defer Implementation for one (1) year for application launch.

4. Platform

Member does hereby enroll in the platform as indicated below. Member understands and agrees the corresponding fees for the platform selected will apply.

2024 Platform *

Custom

5. Application Fee

Member understands and agrees, an implementing Member switching to a different Application Platform with a higher Implementation Fee during their first Application Year, will incur an additional Implementation Fee associated with the new Application Platform. If the Member has paid for the previously invoiced Implementation Fee, the fee will be credited toward the higher Implementation Fee.

2024 Application Fees:

Essential Platform: \$3.76

Standard Platform: \$4.43

Custom Platform: \$4.80

6. Implementation Fees

New Members shall be responsible for the applicable 2024 Implementation Fees in accordance with the following.

2024 Application Platform Implementation Fees:

Essential Platform: \$5,000

Standard Platform: \$7,000

Custom Platform: \$10,000

7. Payment Processing Fees

If Member charges an application fee, Member will incur a payment processing fee for every transaction where a member application fee is charged.

Payment Processing Fee:

\$2.00

8. Common App Data Analytics

By checking below, Member hereby enrolls in the Common App Data Analytics Program, currently, Common App Insight. By checking below, Member understands and agrees that Common App may offer successor Data Analytics Products in place of the current Insight product. Successor Data Analytics products will be substantially similar to the value of the current Insight Product. Members who elect to enroll in Common App Data Analytics, are required to review the Common App Data Analytics Participation Agreement, attached hereto and incorporated by this reference.

Common App Insight participation *

9. Common App Insight Tier Pricing

New Members to Common App will pay the Common App Insight fee of \$2,500 for their first Application Year. Pricing for all subsequent years will be based on the actual application volume from the previous Application Year according to the then current tier pricing. A Member in their second Year with Common App will receive a 25% discount off their then current tier pricing, if the Member’s actual application volume from the previous Application Year was greater than 1,000 applications.

2024 Common App Insight Tier Pricing:

0-1,000 applications = \$2,500

1,001-10,000 applications = \$5,000

10,001+ applications = \$7,500

10. Scheduled Delivery Service

Scheduled Delivery Service (“SDS”) is available to Members on the Standard and Custom Platforms. Members may opt in or out of using this service and must identify if they will configure the service or grant permission to a third- party vendor. Members opting into SDS shall review additional [SDS Information](#) here.

First-year Scheduled delivery service *

Transfer Scheduled delivery service (SDS) *

IN WITNESS WHEREOF, the undersigned Party hereto has caused this Amendment to be executed by their duly authorized representatives as of the date of signature entered below.

Common App

Sauk Valley Community College

Name Jenny Rickard

Full Name *

Title *

Title President & CEO

Effective Date *

Date March 12, 2024

Signature:



Exhibit B - Deferral Policy

BY SIGNING THIS AGREEMENT, YOU AGREE TO BE BOUND BY THESE SUPPLEMENTAL TERMS AND CONDITIONS TO THE MEMBER AGREEMENT. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A UNIVERSITY, COLLEGE, OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY TO THE SUPPLEMENTAL TERMS AND CONDITIONS OF THIS AGREEMENT.

By selecting Deferral on the Products and Services Form and signing the same, together with the Member Agreement, Member hereby defers the current Common App Application(s) launch for one (1) Application Year. Common App requires strict adherence to the terms and conditions detailed below for Deferral to apply.

1. General Overview.

Deferral is the process of holding over your Application(s) launch for one year from the current Application Year. Deferral means that your Application(s) will not go live for the current Application year.

2. Eligibility.

To be eligible for Deferral, a Member must:

- Be active and in Good Standing as defined in the Member Agreement
- Member must submit the Member Agreement on or before **November 1**; AND
- Member must submit the Products and Services Form (Exhibit A) of the Member Agreement, indicating the Deferral option on or before **November 1** of the current Application Year.

3. Fees.

Member must remit the Annual Membership Fee and the current Implementation Fee. All Common App fees are non-refundable.

4. Limitations.

Application(s) launch Deferral is valid for one year only, to the immediate following Application Year. There are no exceptions to this limitation.

5. Impact of Deferral.

By meeting all requirements for Deferral as detailed herein, Member will be exempt from an additional Implementation Fee for the immediate following Application Year.

Exhibit C - Data Analytics Participation Agreement

This Data Analytics Participation Agreement (“Agreement”) is entered into by The Common Application (“Common App”) and You. We may be known individually as “Party” and together as “Parties”. This Agreement is hereby incorporated into the Common App Member Agreement and governs your use of the data analytics tool (“Insight” or “Data Analytics”). In the event of a conflict between these terms and the Member Agreement, the Member Agreement will control.

BY REGISTERING FOR AND USING INSIGHT, YOU ACKNOWLEDGE THAT YOU HAVE REVIEWED AND ACCEPT THIS AGREEMENT AND ARE AUTHORIZED TO ACT ON BEHALF OF, AND BIND TO THIS AGREEMENT, YOUR COMMON APP MEMBER INSTITUTION.

Insight is an analytics tool. You may only use Insight exclusively for purposes relating to Your admissions program.

1. Background.

Common App Insight™ is a visual analytics service (“Analytics Service”) for existing institutional members of The Common Application, and this Agreement confirms your desire to receive the Analytics Service under the following terms and conditions.

2. Term.

The Term of the Insight Analytics tool shall be from August 1 through July 31.

3. Fees and Service.

Subject to the Member Agreement and Exhibit A, Insight is provided to you for the fee listed in Exhibit A. Common App may change the fees and payment policies for Insight from time to time, pursuant to Section 12 of the Member Agreement. Common App will provide ninety (90) days notice of such changes.

4. Non-Exclusive License and Usage.

Subject to the terms and conditions of this Agreement and the Member Agreement, (a) Common App grants You a limited, revocable, non-exclusive, non-sublicensable license to use Insight exclusively for purposes related to Your admissions program; and (b) You may access Insight from your Member Portal. You will not, and You will not allow any third party to: (i) copy, modify, adapt, translate, or otherwise create derivative works of Insight; (ii) reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code of Insight; (iii) rent, lease, sell, assign, or otherwise transfer rights in or to Insight; (iv) remove any proprietary notices or labels on Insight or placed by Common App; (v) use, post, transmit, or introduce any device, software, or routine which interferes or attempts to interfere with the operation of Insight; or (vi) attempt to use or use Insight to discover information about other Common App Members (collectively, “Non-Permitted Use”).

If You engage in any Non-Permitted Use or if You materially breach this Agreement, Common App may, without limitation of other rights and remedies, temporarily suspend or terminate your access to Insight or withhold further performance of our obligations under this Agreement

5. Confidentiality and Beta Features.

Neither Party will use or disclose any Confidential or Proprietary Information, as defined in Section 8 of the General Terms in the Member Agreement, without the other Party's written consent, except for the purpose of performing its obligations under this Agreement or if required by law, regulation, or court order; in which case, the Party being compelled to disclose Proprietary Information will give the other Party as much notice as is reasonably practicable prior to disclosing the Proprietary Information.

Certain features of Insight may be identified as "Beta", "Experiment" or "Beta Analytics", either within Insight or elsewhere within the Common App website or Member Portal (collectively, "Beta Features"). You may not disclose any information from Beta Features. Common App will have no liability, including any indemnification obligations, arising out of or related to any Beta Features. Any use of Beta Features will be solely at Your own risk. Common App may, at its sole discretion, cease providing Beta Features as part of Insight, incorporate Beta Features into Insight, or rebrand Insight with Beta Features incorporated into the rebrand.

6. Information Rights and Privacy.

You and Common App will comply with all data protection and privacy laws, domestic and international, as may be applicable to Your use of Insight and as set forth in the Common App Privacy Policy.

7. Disclaimer of Warranties.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, INSIGHT IS PROVIDED "AS IS" AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE, AND NON INFRINGEMENT. YOUR USE OF INSIGHT IS ENTIRELY AT YOUR OWN RISK.

8. Proprietary Rights.

Insight and all intellectual property rights therein is and will remain the property of Common App. All rights in and to Insight not expressly granted to You in this Agreement are reserved and retained by Common App without restriction. Without limiting any of the foregoing, You agree not to: (a) sublicense, distribute, or use Insight outside of the scope of the license granted in this Agreement; (b) copy, modify, adapt, translate, prepare or create derivative works from, reverse engineer, disassemble, or decompile Insight or otherwise attempt to discover any source code or trade secrets related to Insight; (c) rent, lease, sell, assign, or otherwise transfer rights in or to Insight; (d) use, post, transmit, or introduce any decide, software, or routine which interferes or attempts to interfere with the operation of Insight; (e) use Insight to discover information about other Common App Members.

9. Modifications to this Agreement.

Common App may modify these terms or any additional terms that apply to Insight to reflect changes to the law or changes to Insight. Common App will provide 90 days notice to Members in the event of such a change. No amendment or modification of this Agreement will be binding unless in writing and signed by a duly authorized representative of You.

10. No Waiver.

The waiver by either Party of a breach of any provision will not operate or be interpreted as a waiver of any other or subsequent breach.

11. Entire Agreement.

This is the entire Agreement between You and Common App related to Insight and supersedes and renders null any and all prior or contemporaneous written or oral agreements between the Parties with respect to such subject matter.

Exhibit E- Community College Addendum

BY SIGNING THIS AGREEMENT, YOU AGREE TO BE BOUND BY THESE SUPPLEMENTAL TERMS AND CONDITIONS TO THE MEMBER AGREEMENT. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A UNIVERSITY, COLLEGE, OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY TO THE SUPPLEMENTAL TERMS AND CONDITIONS OF THIS AGREEMENT.

This Community College Addendum (“Agreement”) is entered into on the date of last signature (“Effective Date”) by and between, you the Member, and The Common Application (“Common App”), Common App and Member may be referred to individually as a “Party,” or collectively, the “Parties.” Common App and Member agree as follows:

1. General Overview

Community Colleges enroll and confer credentials to a diverse and an ethnically and socioeconomically diverse student population. Understanding how Common App may serve or partner with Community Colleges is critical to identifying opportunities and innovations that help Common App attain our aspirations to serve many more students from middle and low income communities and provide them access to any array of postsecondary opportunities, inclusive of community colleges. Community College Members will benefit from the same features and opportunities as all other Common App Members.

Common App will open membership to select eligible Community Colleges as a pilot for the 2024 Application Year. This pilot will provide the framework for Common App to create deeper engagement with Community College leaders and those who support them. In exchange for a unique reduced application fee structure, participating Community College Members will provide feedback and participate in user engagement efforts to learn more about needs and opportunities in the Community College Space.

2. Community College Membership Pilot Eligibility.

Subject to the Common App Member Agreement, the Common App Terms and Conditions, and the Terms detailed herein, institutions who meet the following criteria shall be eligible for Membership in Common App. Notwithstanding the foregoing, Common App, in its sole discretion reserves the right to make determinations of Community College eligibility.

To be eligible for Membership under the 2024 Community College Membership Pilot, an institution must meet the following eligibility requirements:

- Non-profit institution categorized as an “Associate’s Colleges” per the Carnegie Classification.
- Institution will accept applications from students that qualify for a Common App fee waiver, even if institution normally charges an application fee.
- Accredited by a regional or national accrediting authority acceptable to Common App, in Common App’s sole discretion.
- Agree to provide feedback and participate in user engagement efforts.

The undersigned Member understands and agrees all eligibility criteria described in this Section 2, are required for Membership in Common App. Member shall notify Common App within sixty (60) days should Member no longer meet any one of the Eligibility Criteria. Failure to meet any one of the Eligibility Criteria may result in denial, suspension, and or immediate termination of Membership in Common App.

3. Term.

The term of this agreement shall commence as of the Effective Date and shall continue for two (2) years. Year 1 shall commence on July 1, 2024, and shall continue through June 30, 2025. Year 2 shall commence on July 1, 2025, and shall continue through June 30, 2026.

4. Fees.

Implementing Members who are part of The Illinois Community College Board (ICCB) shall pay a one-time implementation fee of Seven Thousand dollars (\$7,000.00) for the custom platform. All other billing terms and conditions as stated in the Member Agreement and incorporated herein by this reference shall apply.

For the First year, Member shall be responsible for the Common App Membership Fee and the associated Implementation Fee. Member shall be exempt from all per application fees. Member shall remit to Common App all fees owed for additional products and services selected on Exhibit A- Products and Services Form (such as Common App Data Analytics). All Common App Fees are non-refundable.

For the second year, Member shall be responsible for the Common App Membership Fee and Member shall be exempt from all per application fees. Member shall remit to Common App all fees owed for additional products and services selected on Exhibit A- Products and Services Form (such as Common App Data Analytics). All Common App Fees are non-refundable.

5. Feedback and User Engagement.

The Participating community colleges agree to fully implement the Common App First Year Application, provide feedback and participate in user engagement efforts.

Over the course of the implementation and application season, the chief admissions officer and designated admissions staff will provide feedback asynchronously via surveys, in one-on-one interviews, and in focus groups. Feedback collection will not exceed more than 2 hours/month.

Feedback can include recommendations for product improvements and enhancements. Participants accept that any feedback collected may be used by Common App to modify the current product and/or release as a new feature or new product and that participants will have no claim or benefit from those modifications or developed products.

Common App may also track non-anonymized participant usage of the application including information on access and tool interactions. This information will help Common App further develop the product. Information on tool usage will not be shared.

Common App respects the privacy of users when receiving feedback. Asynchronous feedback will not be identified; however, Common App may reference this feedback anonymously (e.g. “One participant noted...”) or in aggregate (e.g. “Half of participants reported...”) in discussion with participants to gain additional insights. Common App may choose to share aggregated and de-identified asynchronous feedback publicly for product marketing (e.g. “90% of beta participants reported this feature was very beneficial”).

Survey, interview, and focus group conversations and feedback will not be shared externally by Common App, and participants also agree to not share the content of these conversations.

6. Limitations.

The Community College Membership pilot commitment is for a two (2) year period. The terms of this program are valid for the specified term only.

7. Amendment.

Common App may modify these terms or any additional terms that apply with ninety (90) days written notice. No amendment or modification of this Agreement will be binding, unless the amendment is in writing signed by duly authorized representatives of the Parties.

8. Severability.

Should any provision of this Agreement be held invalid or unenforceable for any reason, the remaining provisions of this Agreement will continue in full force and effect and shall be interpreted to best effect the original intention of the Parties. The Parties agree to replace any invalid provision with a valid provision, which most closely approximates the intent and effect of the invalid provision.

9. Conflict

In the event of any conflict between this Addendum and the Member Agreement, the Member Agreement shall control.

10. Entire Agreement.

This is the entire Agreement between the Parties related to the subject matter contained herein and supersedes and renders null any and all prior or contemporaneous written or oral agreements between the Parties with respect to the subject matter.

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be executed by their duly authorized representatives as of the date of signature entered below.

By:

Name:

Title:

Institution:

Date: