

**i-PATHWAYS: LEARNING PATHWAYS IN ADULT EDUCATION
LICENSE CONTRACT**

Licensee: **Mid-Plains Community College**

License Number: **19 004**

Licensing Period: **November 19, 2022 to November 18, 2023**

The Board of Trustees of Western Illinois University will provide the following on behalf of the Illinois Community College Board:

- Up to **5 seats** (users) on the program;
- Training and support of teachers and administrators;
- Help desk for technical issues related to the use of the curriculum for teachers, administrators, and students; and
- Support materials including a lesson plan database, a listing of current web resources, “how to” manuals, a class calendar system, and professional development opportunities.

The cost for the curriculum and seats is included in the base license fee: **\$500**

There will be no refunds. If Licensee would like to increase seats or training options, an amendment can be made to this agreement.

Payment for i-Pathways: Learning Pathways in Adult Education (i-Pathways) should be made to the Board of Trustees of Western Illinois University (FEIN #37-0910458).

The undersigned agree to the terms of this License, the Terms and Conditions and the Privacy Policy:

Mid-Plains Community College
1101 Halligan Drive
North Platte, NE 69101

Board of Trustees of Western Illinois University
1 University Circle
Macomb, Illinois 61455

Signature

Signature

Michael Steele, Area VP of Admin Services

Liz Duvall, General Counsel

Date

Date

Signature

Dr. Russell Morgan, Associate Provost

Date

Signature

Paul Sweet, Director - CAIT

Date

TERMS AND CONDITIONS

1. Terms

This End-User Agreement is an agreement between you (an entity), herein referred to as the Licensee, and the Board of Trustees of Western Illinois University (the Board) for the use of *i-Pathways: Learning Pathways in Adult Education* (www.i-Pathways.org), which includes web-based educational software and associated media, printed materials, and other online or electronic documentation.

By signing this agreement, the Licensee agrees to be bound by the terms of this agreement, all applicable laws and regulations, and agrees that it is responsible for compliance with any applicable local laws. The materials contained in the *i-Pathways: Learning Pathways in Adult Education* project are protected by applicable copyright law.

If the Licensee does not agree with any of these terms, it is prohibited from using or accessing the *i-Pathways* content.

2. Use License

Permission is granted to access materials (information or software) on the *i-Pathway's* server for use in the education program or facility referred to in the License Contract. This agreement represents the grant of a license for use, not a transfer of title or an assignment of ownership, and is valid only for the term identified in the License Contract. Under this license, the Licensee may not:

- Modify, copy, or create any derivative work from the materials, or develop any program that resembles the curriculum and/or instructional product in *i-Pathways*.
- Use the materials for any commercial non-commercial purpose, or for any public display without expressed written permission from an authorized representative of *i-Pathways*;
- Attempt to decompile or reverse engineer any software contained in the *i-Pathway's* project;
- Remove any copyright or other proprietary notations from the materials;
- Transfer the materials to another person or entity or "mirror" the materials on any other server;
- Allow access to user under the age of 13; or
- Relicense *i-Pathways* for use by any party not listed in the License Contract.

This license shall automatically terminate if any of these restrictions are violated, and may be terminated by *i-Pathways* at any time for cause. Upon the termination of this license, all *i-Pathways* materials in the Licensee's possession, whether in electronic or printed format, must be returned.

This license may be terminated by *i-Pathways* on 60 days notice.

3. Disclaimer

The materials in *i-Pathways* are provided "as is." *i-Pathways* makes no warranties, expressed or implied, and hereby disclaims and negates any warranty either express or implied. Further, *i-Pathways* does not warrant or make any representations concerning the accuracy, likely results, or reliability of the use of the materials on its server, or other materials either on or linked to from *i-Pathways*.

4. Limitations

In no event shall *i-Pathways* or its suppliers be liable for any damages (including, without limitation, damages for loss of data, profit, or business interruption) arising out of the use or inability to use the materials in *i-Pathways*.

5. Errata and Revisions

The materials appearing on *i-Pathways*' website could include technical, typographical, inaccuracies, graphic, or photographic errors. *i-Pathways* shall not be responsible for consequences arising from any such errors. *i-Pathways* may make changes to the materials contained on its project at any time without notice.

7. Site Terms of Use Modifications

i-Pathways may revise the terms of use for project at any time.

8. Non-Disclosure

By signing this contract, the Licensee agrees that it, or any its users will not share access to, or views, of, *i-Pathways* materials with any person or entity outside of its organization or sub-recipients without permission of *i-Pathways*.

9. Assurances

The Licensee assures that it possesses the legal authority to execute this agreement. The Licensee authorized signature shall constitute acknowledgement of the Licensee's acceptance of the terms and conditions herein.

10. Modification and Amendment of License

This License is subject to modifications by changes in state or federal law or regulations or by written notice from one party to the other. No modification shall take effect unless agreed to in writing by both the Board and the Licensee.

11. State Not Liable

The Board, by entering into this License Agreement, does not pledge or promise to pledge the assets of the State or University, nor does it promise to pay any compensation payable to the Licensee or its sub-recipients from any monies of the treasury of the State or University.

12. Force Majeure

Neither party may be deemed to be in default of any provision of this License, or for any failure in performance, resulting from acts or events beyond the reasonable control of such party, such as acts of God, acts of civil or military authority, civil disturbance, war, strikes, fires, power failures, natural catastrophes or other 'force majeure' events.

13. Assurances

The Licensee hereby assures that it possesses legal authority to apply for the License. The Licensee's authorized signature shall constitute acknowledgement of the Licensee's acceptance of these terms.

Taxpayer Identification Number. Under penalties of perjury, the undersigned certifies that 05-0871575 is its correct federal Taxpayer Identification Number (TIN). The organization does business as a (please check one):

- | | |
|---|---|
| <input type="checkbox"/> Individual | <input type="checkbox"/> Tax Exempt Organization |
| <input type="checkbox"/> Sole Proprietorship | <input type="checkbox"/> Real Estate Agent |
| <input type="checkbox"/> Partnership/Legal Corporation | <input checked="" type="checkbox"/> Governmental Entity |
| <input type="checkbox"/> Corporation | <input type="checkbox"/> Trust or Estate |
| <input type="checkbox"/> Medical and Health Care Service Provider Corporation | <input type="checkbox"/> Limited Liability Company (select applicable tax classification) |

G D = disregarded entity
G C = corporation
G P = partnership

Enter your taxpayer identification number in the appropriate space above. For individuals and sole proprietors, this is your social security number. For other entities, it is your employer identification number. Federal Employer Identification Numbers (FEINs) must not be used for sole proprietorships.

PRIVACY POLICY

Introduction

i-Pathways: Learning Pathways in Adult Education (“we” or “us”) values its visitors’ privacy. This privacy policy is effective on the date of signing by both parties and summarizes what information we might collect from a registered user or other visitor (“you”), and what we will and will not do with it. By using this site, you signify your acceptance of this policy.

Please note that this privacy policy does not govern the collection and use of information by companies that *i-Pathways: Learning Pathways in Adult Education* does not control, nor by individuals not employed or managed by *i-Pathways: Learning Pathways in Adult Education*. If link to a website from *i-Pathways*, be sure to review its privacy policy before providing the site with information.

What we do with your personally identifiable information

It is always up to you whether to disclose personally identifiable information to us, although if you elect not to do so, we reserve the right not to register you as a user or provide you with any products or services. “Personally identifiable information” means information that can be used to identify you as an individual, for example:

- Your name, email address, phone number, and address;
- Your *i-Pathways* user ID and password (if applicable);
- Any account-preference information you provide us;
- Your computer’s domain name and IP address, indicating where your computer is located on the Internet;
- Session data for your login session.

If you do provide personally identifiable information, it is agreed as followed:

- Not sell or provide it to a third party without your permission;
- Take reasonable precautions to protect the information from loss, misuse, unauthorized access, disclosure, alteration and destruction;
- Not use or disclose the information except:
 - As necessary to provide services or products you have registered for, such as by providing it to an adult education program in which you are enrolled and actively participating in;
 - In other ways described in this privacy policy or to which you have otherwise consented;
 - In the aggregate with other information in such a way so that your identity cannot reasonably be determined (for example, statistical compilations);
 - As required by law, for example, in response to a subpoena or search warrant;
 - To outside auditors who have agreed to keep the information confidential;
 - As necessary to enforce the End-User License Agreement;
 - As necessary to protect the rights, safety, or property of *i-Pathways: Learning Pathways in Adult Education*, its users, or others; this may include (for example) exchanging information with other organizations for fraud protection and/or risk reduction.

Other information we collect

We may collect other information that cannot be readily used to identify you, for example, the domain name and IP address of your computer. We may use this information, individually or in the aggregate for technical administration of our Web site(s); research and development; customer and account administration; and to help us focus our marketing efforts more precisely.

Cookies

i-Pathways: Learning Pathways in Adult Education uses “[cookies](#)” to store identifying data on your computer. We may also link information stored on your computer in cookies with personal data about specific individuals stored on our servers. If you set up your Web browser (for example, Internet Explorer or Firefox) so that cookies are not allowed, you might not be able to use some or all of the features of our Web site(s).

Your privacy responsibilities

We encourage all users to take the customary and necessary precautions to ensure their privacy.

Changes to this policy

We reserve the right to change this privacy policy as we deem necessary or appropriate because of legal compliance requirements or changes in our business practices.