

Impact Compliance Training

Online Harassment Prevention Training
Statement of Work and License Agreement



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Statement of Work

Elevating Company Culture. Exceeding Compliance Training Requirements

Village of Tinley Park

16250 S Oak Park Ave Village Hall Sign a 1
Tinley Park, IL 60477

1 Year Membership- 10/15/2021 to 12/31/2022

Angela Arrigo – HR Director

aarrigo@tinleypark.org / 708-444-5091

Membership Options

1 Year- 470 Seats – Each person in a seat can take the course below as many times as ADMIN wants

Course Versions

1) Anti-harassment – IL SB75

LMS Functions

Email reminders, completion and answers report, tracking, policy acknowledgment, time in course report, record storage, interactive questions, mobile device supported, COURSE or ACTIVATION Codes for employees without work email addresses

Customizations

Branding-logo/colors, policy acknowledgment, custom certificate, Course Codes for employees without email addresses

Support

Dedicated CS Manager, Proactive legal updates

Total Cost

\$3290.00 TOTAL – 1 Year, 470 seats

- Additional seats can be purchased for \$7 per seat, minimum 10 at a time



**IMPACT
COMPLIANCE
TRAINING**

On behalf of **Village of Tinley Park**, I accept this proposal and the Terms of its license. See **ICT TERMS BELOW**

Signature: *Adam Carlson*
Name: Adam Carlson
Title: VP of Sales
Date: October 15 2021

Signature: *Angela Arigo*
Name: Angela Arigo
Title: HR Director
Date: 10/18/2021



**IMPACT
COMPLIANCE
TRAINING**



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IMPACT COMPLIANCE TRAINING (ICT) TERMS AND CONDITIONS

- 1. Usage Fees**
- 2. Renewal Fees**
- 3. Intellectual Property**
- 4. Term and Termination**
- 5. Confidentiality**
- 6. Warranties & Disclaimers**
- 7. Limitations of Liability**

1. Usage Fees: The Licensee shall pay the Licensor the usage fees according to the fee schedule as set forth in the Statement of Work for access and use of online training courses for employees of Licensee organization. The Licensee shall pay the fee amount due upon receipt of invoice. Licensor shall not begin Licensee setup until invoice is paid. If Licensor provides SCORM files to Licensee, courses are only to be used for the number of employees in the agreement, and for the length of the signed agreement. *Penalty of \$1000 Per Day and full payment for users trained after the agreement expiration date if there is no new signed activated renewal agreement in place. This provision only applies to SCORM courses provided to Licensee without an expiration date.

2. Renewal Fees: Renewal invoices are required to be paid within fifteen (15) days from the date received. After fifteen (15) days with no payment, access to the SCORM courses will terminate.

3. Intellectual Property: Licensee acknowledges that the Online Courses, herein referred to as (Products and Services), provided by Licensor are proprietary to the Licensor's vendors and this intellectual property is protected under agreements negotiated with those vendors.

4. Term and Termination: This Licensor Agreement shall be effective for the term specified in the Statement of Work. This Licensor Agreement may renew upon each party's written agreement before expiration of the specified term. Either party may terminate this Agreement in the event of a material breach and fails to cure such breach within 60 days after receiving written notice.

5. Confidentiality: Confidential Information is any data or information that is understood to be confidential that is disclosed by one party to the other party. Licensor shall not disseminate or disclose it except to perform its obligations of this agreement or to those



that have a need to know and who have undertaken an obligation to protect such Confidential Information.

6. Warranties & Disclaimers:

Warranties

(a) Ownership & Non-infringement: Licensor and its contractors warrants it has all necessary rights to deliver the Products and Services to be used as contemplated by this Licensee, who will not infringe or violate any copyright, trade secret, patent, or other intellectual property right to any other third party that is not part of the Licensor Agreement.

Disclaimed Warranties

Coverage & Interpretation: Licensor does not warrant that that its online training courses will cover every possible type of misconduct associated with a user's behavior or prevent inappropriate conduct by Licensee or that Licensee will read, comprehend, conform to, comply with, or correctly apply the rules discussed in the Products and Services provided by Licensor.

7. Limitation of Liability: Based on any claim of one party against the other party, except for intentional misconduct by either party, the maximum aggregate liability of either party shall not exceed the amount Licensee paid for the Products and Services.