

**STATE OF MINNESOTA**

**DEPARTMENT OF EMPLOYMENT AND ECONOMIC DEVELOPMENT**

**CAREERONESTOP WEB SERVICES AGREEMENT**

This CareerOneStop Web Services Agreement (“Agreement”) is by and between (enter full legal name and business address) \_\_\_\_\_

\_\_\_\_\_ (hereinafter "CUSTOMER") and the State of Minnesota, acting through its Commissioner of the Department of Employment and Economic Development (hereinafter "State") to provide CareerOneStop Web Services to CUSTOMER as more fully set forth in this Agreement.

WHEREAS, the CUSTOMER has a need for specific services; and

WHEREAS, STATE is empowered to enter into contracts pursuant to Minnesota Statutes, Chapters 16C, 116J and 116L; and

WHEREAS, STATE is responsible for content management, customer service center operation and outreach services related to CareerOneStop, an integrated suite of national web pages and web sites that assist businesses, job seekers, students and workforce professionals locate employment and career-related resources; and

WHEREAS, STATE is willing to provide the services CUSTOMER requires as more fully set forth below;

NOW, THEREFORE, it is agreed by and between STATE and CUSTOMER:

I. DUTIES OF STATE. STATE agrees to provide the following services:

A. CAREERONESTOP WEB SERVICES

"CareerOneStop Web Services" is a set of services which enables the creation of websites and applications that perform various functions and use or incorporate CareerOneStop's software or data ("Applications"). The term "CareerOneStop Web Services" includes any data, images, text, and content, application programming interfaces (“APIs”), tools or other information or materials provided by STATE through CareerOneStop Web Services (the "CareerOneStop Properties"). CUSTOMER may access CareerOneStop Web Services through two interfaces: XML over HTTP or SOAP. Both of these methods return "structured responses." All information CUSTOMER receives from STATE, and CUSTOMER’S use of it, is subject to the terms and conditions of this Agreement.

For purposes of this Agreement, "Content" means, with respect to a CareerOneStop Web Service CUSTOMER has signed up for and ordered, any content, data, software, applications, materials, technology or other information that CUSTOMER uses or otherwise make available to STATE or to third parties in connection with CUSTOMER'S use of such Service.

#### B. AVAILABILITY OF CAREERONESTOP WEB SERVICES

STATE cannot represent or warrant that the Web Services will be error free or not subject to unforeseen delays or interruptions. CUSTOMER understands that there may be occasions, due to circumstances beyond STATE's control, that may result in interruption or delay of the Web Services or delivery of end product. STATE will use its best efforts to provide continual availability of the Web Services and timely completion of any deliverables specified in the Statement of Work. STATE shall not be liable in damages nor shall it be in breach of this Agreement for any delay or default in performing its obligations hereunder if such delay or default is caused by conditions beyond its control including, without limitation, *force majeure* events, Acts of God, acts of governmental or regulatory bodies, the interruption or failure of telecommunication links, interruption or failure of transmission links, interruption or failure of electrical power, equipment failures and slow-downs or failures of the Internet itself, unavailability of labor, equipment or supplies, flood, fire, earthquake, natural disaster, riot, strike, labor unrest, war, insurrection, civil unrest, epidemics, public safety emergency, health emergency, national emergency, terrorist attack, or any other event beyond the reasonable control of STATE. STATE also reserves the right to interrupt or delay Web Services for purposes of upgrading, debugging, maintaining and improving software or equipment used in delivering Web Services, among other reasons. To the extent feasible, STATE will schedule these activities at the least inconvenient time so as to minimize interruptions, inconvenience and delays.

STATE may change or discontinue any portion, feature, interface or content of the Web Services at any time with 30 days prior notice to CUSTOMER.

#### C. MARKS

STATE and CUSTOMER shall have the right to display their respective trademarks, service marks, logos and copyright information on any Web pages or Website(s) deployed on CUSTOMER's behalf pursuant to this Agreement, except that CUSTOMER may not claim a copyright or place its trademark or service mark on information provided by the STATE via a Web Service. All such materials and information shall include appropriate notices and customary symbols indicating the owner's asserted or reserved intellectual property rights therein.

#### D. TECHNICAL SUPPORT

The STATE supports Web Services by means of the publishing of and periodic updates to the Web Service's documentation, available on the CareerOneStop Web site only to registered Web Service users.

Any further support, consultation, or other technical assistance, including extensive troubleshooting assistance, may, at the STATE's sole option, require the requestor to enter into a separate written agreement providing for payment of the support at the STATE's then-applicable rates.

The Web Service will be deemed to be in working order if any Web Service user can receive the service. CUSTOMER is expected to have technical staff that are capable of understanding Web Services in general, and the Web Service's document in particular, and of modifying CUSTOMER's systems to take advantage of a Web Service as well as to troubleshoot any Web Service problems.

#### E. CHARGES

Other than as specified in D. above, the STATE provides Web Services to CUSTOMER free of charge provided that an icon of the STATE's choice that links to an URL or URLs of the STATE's choice is provided in a prominent place near the use of the Web Service information such that users understand the origin of the information. The STATE will provide a suitable icon for use by CUSTOMER. The icon may require the use of an embedded image map to enable more than one URL to be linked to the image.

## II. PARTICIPATION RIGHTS, DUTIES and OBLIGATIONS OF CUSTOMER.

CUSTOMER may use the CareerOneStop Information received via CareerOneStop Web Services in accordance with the terms and conditions described in this Agreement. The CUSTOMER agrees to the following:

### A. GENERAL

1) CUSTOMER may write an Application that interfaces with CareerOneStop Web Services.

2) CUSTOMER may make calls to a Web Service at any time that the CareerOneStop Web Services are available, but may only offer Web Services on Web sites under their control, and which are registered with CareerOneStop. The STATE makes Web Services available to CUSTOMER provided that CUSTOMER either: (i) does not exceed 1 call per second per IP address, or send files greater than 40K; or (ii) does not exceed the limits set forth in the Service Terms for a particular Web Service. If CUSTOMER builds and releases an Application, the stated limitations apply to each installed copy of the Application.

3) CUSTOMER is responsible for complying, and CUSTOMER represents, certifies and covenants that CUSTOMER will at all times comply, with all applicable laws or regulations of any applicable jurisdiction. CUSTOMER may not, and represents, certifies and covenants that CUSTOMER will not, use CareerOneStop Web Services or CUSTOMER's Application(s): (i) in a manner that infringes, violates or misappropriates STATE's or any third party's intellectual property rights, including in any manner that could indicate, suggest or imply to a Web site user that CareerOneStop information is proprietary, copyrighted, or exclusive to CUSTOMER; (ii) to

engage in spamming or other impermissible advertising or marketing activities, or in any manner that otherwise violates anti-spamming, anti-phishing, or other consumer protection laws and regulations; (iii) in any way that is otherwise illegal or promotes illegal activities, including without limitation in any manner that might be libelous or defamatory or otherwise malicious or harmful to any person or entity, or discriminatory based on race, sex, religion, nationality, disability, sexual orientation or age.

4) CUSTOMER may not interfere or attempt to interfere in any manner with the functionality or proper working of CareerOneStop Web Services.

5) CUSTOMER agrees to provide such additional information and/or other materials related to CUSTOMER's Application as reasonably requested by STATE to verify CUSTOMER's compliance with this Agreement. If CUSTOMER's Application is available as an online solution, CUSTOMER acknowledges and agrees that STATE may crawl or otherwise monitor CUSTOMER's Application for the purpose of verifying CUSTOMER's compliance with this Agreement, that CUSTOMER will not seek to block or otherwise interfere with such crawling or monitoring, and that STATE may use technical means to overcome any methods used on CUSTOMER's Application to block or interfere with such crawling or monitoring. If CUSTOMER's Application is a desktop solution, CUSTOMER agrees to furnish a copy of CUSTOMER's Application upon request for the purpose of verifying CUSTOMER's compliance with this Agreement.

6) CUSTOMER acknowledges and agrees that CUSTOMER will not: (i) display or reference on or within CUSTOMER's Application or Web site any material that implies that CareerOneStop or the STATE endorses, approves or recommends CUSTOMER's Web site or service; or (ii) modify or alter any CareerOneStop Property that consists of a graphic image, other than to resize it within reasonable limits.

7) CUSTOMER may not compile or use the CareerOneStop Information or any other information obtained through CareerOneStop Web Services for the purpose of direct marketing, spamming, or any other use specifically prohibited by this Agreement.

8) If CUSTOMER's Application is determined (for any reason or no reason at all, in STATE's sole discretion) to be unsuitable for CareerOneStop Web Services, STATE may suspend CUSTOMER's access to CareerOneStop Web Services or terminate this Agreement at any time, without notice.

## **B. DISPLAY**

1) CUSTOMER may display the CareerOneStop Information in any format CUSTOMER chooses, subject to the terms and conditions contained in this Agreement except that CUSTOMER may not change the format, organization or appearance of the information in any way that materially changes the accuracy, attribution, or intent of the provided information.

2) CUSTOMER may not change, alter or modify the CareerOneStop Information that consists of text content for any purpose. Except as expressly provided in this Agreement,

CUSTOMER cannot add additional information to the CareerOneStop Information, for instance by inserting words, images or data into the information.

3) CUSTOMER may not remove, obscure, or alter any notice of patent, copyright, trademark, logo or other proprietary right appearing on or contained within CareerOneStop Web Services or within any CareerOneStop Information.

4) If CUSTOMER displays any CareerOneStop Information within CUSTOMER's Application or Web site, CUSTOMER must add the following disclaimer in a place that is reasonably viewable by the users of CUSTOMER's Application: "PLEASE KEEP IN MIND THAT SOME OF THE CONTENT THAT WE MAKE AVAILABLE TO USERS THROUGH THIS APPLICATION COMES FROM CAREERONESTOP WEB SERVICES. ALL SUCH CONTENT IS PROVIDED TO USERS "AS IS." THIS CONTENT AND CUSTOMER'S USE OF IT ARE SUBJECT TO CHANGE AND/OR REMOVAL AT ANY TIME."

5) CUSTOMER may not continue to use, and must immediately remove from CUSTOMER'S Application or Web site and any personal database or server (or any other repository in CUSTOMER's possession or under CUSTOMER's control), any CareerOneStop Information that returns a null value when an CareerOneStop Web Services call is made or that we notify CUSTOMER are no longer available for use.

6) CUSTOMER may not store any CareerOneStop Information in any database, or network of servers, or other repository, either with or without a central location, that enables others to share the CareerOneStop Information without STATE's prior written consent.

If CUSTOMER is unsure whether what CUSTOMER wishes to do is permitted under this Agreement, CUSTOMER must contact [webservices@careeronestop.org](mailto:webservices@careeronestop.org) and receive express permission to proceed with that activity.

## **OWNERSHIP AND USE OF INFORMATION, MATERIALS, AND SOFTWARE COMPRISING THE WEB SERVICES OR WEB SITE(S).**

### **C. CUSTOMER'S RIGHTS.**

By posting or providing Content for inclusion in any Web pages or Web Sites created or made available by STATE pursuant to this Agreement, CUSTOMER will not surrender any intellectual property rights CUSTOMER may hold in materials not posted or provided by STATE.

CUSTOMER retains all intellectual property rights CUSTOMER may have in the Applications CUSTOMER creates which are based on or utilize CareerOneStop Web Services (subject to CareerOneStop's and STATE's underlying rights in CareerOneStop Web Services and State's Materials). CUSTOMER hereby releases and covenants not to sue STATE, CareerOneStop or their affiliates, or any of their licensees, assigns or successors, for any and all damages, liabilities, causes of action, judgments, and claims: (i) pertaining to CUSTOMER's

Applications, or any intellectual property CUSTOMER develops that is based on, uses, or relates to CareerOneStop Web Services; and/or (ii) which otherwise may arise in connection with CUSTOMER's use of, reliance on, or reference to CareerOneStop Web Services. STATE retains all intellectual property rights (including all worldwide patent, trademark, copyright, and other proprietary rights) in and to CareerOneStop Web Services and the CareerOneStop Properties. ALL RIGHTS NOT EXPRESSLY GRANTED IN THIS AGREEMENT ARE HEREBY RESERVED BY STATE, CAREERONESTOP, THEIR AFFILIATES AND THEIR RESPECTIVE LICENSORS.

STATE disclaims all liability, and CUSTOMER will be solely responsible for, the development, operation, and maintenance of CUSTOMER's Application or Web sites and for all materials that appear on or within CUSTOMER's Applications or Web sites. For example, CUSTOMER will be solely responsible for:

- The technical operation of CUSTOMER's Applications Web sites, and all related equipment
- The accuracy and appropriateness of materials posted on or within CUSTOMER's Applications or Web sites
- Ensuring that materials posted on or within CUSTOMER's Application(s) or Web sites do not violate or infringe upon the rights of any third party (including, for example, copyrights, trademarks, privacy, or other personal or proprietary rights),
- Ensuring that materials posted on CUSTOMER's Web sites are not libelous or otherwise illegal
- Ensuring that CUSTOMER's Application or Web sites accurately and adequately disclose, either through a posted privacy policy or otherwise, how CUSTOMER collects, uses, stores, and discloses data collected from visitors, including, where applicable, that third parties (including advertisers) may serve content and/or advertisements to and collect information directly from visitors and may place or recognize cookies on visitors' browsers
- Any of CUSTOMER's users' or customers' claims relating to CUSTOMER's Application(s) and/or Web sites and/or CareerOneStop Web Services

#### D. STATE's MATERIALS.

CUSTOMER expressly acknowledges and agrees that the CareerOneStop Web Services, Web pages or Web site(s) provided under this Agreement may contain information, designs, text, software, photos, video, graphics, music, sounds, data and other content and materials created or provided by STATE (called "Materials") that are protected by proprietary rights, including but not limited to copyright, trademark rights and patent rights (called "Intellectual Property Rights"). These Intellectual Property Rights are valid and protected in all forms, media and technologies existing now or developed later, and all right, title and interest in and to the Materials, including but not limited to all Intellectual Property Rights, belong solely and exclusively to STATE or its licensors. To the extent reasonably necessary to access and use the Web Services, deploy, maintain and operate the permitted Web pages or Web sites, and engage in the other activities contemplated in this Agreement, STATE grants CUSTOMER a royalty-free, limited, non-exclusive, non-transferable license to use the Materials.

## E. INFRINGEMENT

In the event that CUSTOMER is of the view, or is in possession of any knowledge or information indicating, that the presence of any materials or content on the Website(s) may result in the infringement of the rights of any third party, or may be the type of material described in paragraph F.1. below, CUSTOMER agrees to notify STATE as soon as practicable at the following contact or designated successor:

Name: Michael Ellsworth  
Address: Department of Employment & Economic Development  
First National Bank Building, Suite E200  
332 Minnesota Street  
St. Paul, MN 55101-1351  
Fax: 651-284-3307

## F. PERMITTED USES

1. CUSTOMER hereby acknowledges that the CareerOneStop Services, Web pages or Web site(s) are for nonprofit purposes only. CUSTOMER may not require registration or payment for Web site users to view the information presented via the CareerOneStop Web Service. If CUSTOMER's Web site generally requires registration or payment before delivering services, information from the CareerOneStop Web Service must also be available on the Web site in a free, publicly accessible area of the Web site that does not require registration. CUSTOMER agrees to not post or permit the posting of any illegal, offensive or inappropriate content or materials on the CUSTOMER's Web pages or Web sites on which CUSTOMER uses CareerOneStop Web Services. STATE reserves the right to terminate this Web Services agreement if, in the view of STATE, the Web Services content is included on inappropriate Web pages or Web sites. By way of illustration, and not limitation, this includes material that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, or racially, ethnically or otherwise objectionable or in violation of the CareerOneStop policies.

2. CUSTOMER agrees to post various policies, terms and conditions of use, including but not limited to a Data Sharing and Web Services Policy, and a Privacy Policy similar to the examples in Attachments A and B, that meet the STATE's requirements, at the STATE's sole discretion; and further agrees that these policies and any associated terms and conditions of use will apply to CUSTOMER or CUSTOMER'S users who wish to access or use the Web pages or Web site(s).

#### G. IDENTIFYING CUSTOMER AS A USER OF CAREERONESTOP WEB SERVICES AND USE OF CAREERONESTOP TRADEMARKS

CUSTOMER may generally publicize CUSTOMER'S use of CareerOneStop Web Services, however CUSTOMER may not issue any press release or other public statements with respect to CareerOneStop Web Services or this Agreement without STATE'S prior written consent. STATE may make available to CUSTOMER certain small graphic images, trademarks, trade names, service marks or logos owned or licensed by STATE or CareerOneStop ("Marks") that CUSTOMER may use in conjunction with the display of the CareerOneStop Properties and for the purpose of indicating that CUSTOMER'S Application was created using CareerOneStop Web Services. CUSTOMER may not use the Marks in any manner that disparages STATE or CareerOneStop, or that otherwise dilutes the Mark. Other than CUSTOMER'S limited right to use the Marks as provided in this Agreement, STATE, CareerOneStop, its affiliates and their licensors retain all right, title and interest in and to the Marks. CUSTOMER will not at any time now or in the future challenge or assist others to challenge the validity of the Marks, or attempt to register confusingly similar trademarks, trade names, service marks or logos. CUSTOMER agrees to follow any STATE Trademark Guidelines as those guidelines may be published and change from time to time. CUSTOMER must immediately discontinue use of any Mark as specified by STATE at any time in writing. STATE may modify any Marks provided to CUSTOMER at any time, and upon notice, CUSTOMER will use only the modified Marks and not the old Marks. Other than as specified in this Agreement, CUSTOMER may not use any trademark, service mark, trade name or other business identifier of STATE, CareerOneStop or their affiliates or third parties that sell products on the Applications or CareerOneStop Websites unless CUSTOMER obtain STATE's and any applicable third party's prior written consent. The foregoing prohibition includes the use of "CareerOneStop," any other trademark of CareerOneStop, or variations or misspellings of any of them, in the name of an Application or in a URL to the left of the top-level domain name (e.g., ".com", ".net", ".uk", etc.) -- for example, a URL such as "CareerOneStop.mydomain.com", "CarerOneStop.com" or "CareerOneStopauctions.net" are expressly prohibited. In addition, CUSTOMER may not in any manner misrepresent or embellish the relationship between STATE and CUSTOMER, or state or imply any relationship or affiliation between STATE and CUSTOMER or any other person or entity except as expressly permitted by this Agreement (including by statement or implying that STATE approves, sponsors, endorses, or contributes money to CUSTOMER or its business endeavors).

#### H. ACCOUNT IDENTIFIERS

Unless otherwise stated in specific Service Terms, CUSTOMER may only create one account and designate a single primary email address. CareerOneStop Web Services accounts are associated with one or more public key/private keys, which are used to access the service. Examples include a CareerOneStop-issued encrypted Key ID (Customer ID) string. When CUSTOMER completes the account creation process, CUSTOMER will be issued a unique Account Identifier that (i) identifies CUSTOMER'S account and (ii) in conjunction with a private key, allows CUSTOMER to make requests to CareerOneStop Web Services. The Account Identifier is immutable and will always uniquely identify CUSTOMER'S CareerOneStop Web Services account. Customer ID is subject to change by CareerOneStop at its sole discretion.

Customer ID is for CUSTOMER'S use only and CUSTOMER may not sell, transfer, sublicense or otherwise disclose CUSTOMER'S ID key to any other party. CUSTOMER may use CUSTOMER'S ID in the open in requests to CareerOneStop Web Services; CUSTOMER'S ID key is encrypted but not secret. However, the CUSTOMER is responsible for maintaining the confidentiality of the CUSTOMER'S ID. CUSTOMER is fully responsible for all activities that occur under CUSTOMER'S ID. Therefore, CUSTOMER should contact STATE immediately if CUSTOMER believes a third party may be using CUSTOMER'S ID. CUSTOMER is responsible for maintaining up-to-date and accurate information (including without limitation valid contact information) with respect to CUSTOMER'S CareerOneStop Web Services account. STATE, CareerOneStop and their affiliates are not responsible for any unauthorized access to, alteration of, or the deletion, destruction, damage, loss or failure to store any Content or other data which CUSTOMER submits in connection with CUSTOMER'S account.

#### I. DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY

CAREERONESTOP WEB SERVICES ARE PROVIDED BY STATE ON AN "AS IS" AND "AS AVAILABLE" BASIS. STATE MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE WITH RESPECT TO CAREERONESTOP WEB SERVICES. CUSTOMER EXPRESSLY ACKNOWLEDGES AND AGREES THAT CUSTOMER'S USE OF CAREERONESTOP WEB SERVICES IS AT CUSTOMER'S SOLE RISK. EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW, STATE DISCLAIMS ALL WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, QUIET ENJOYMENT, AND ANY IMPLIED WARRANTIES ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE. STATE DOES NOT WARRANT THAT CAREERONESTOP WEB SERVICES ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT THEY WILL BE ACCESSIBLE ON A PERMANENT BASIS OR WITHOUT INTERRUPTION OR THAT THE DATA CUSTOMER STORES IN ANY SERVICE ACCOUNT WILL NOT BE LOST OR DAMAGED.

STATE WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING FROM CUSTOMER'S USE OF, OR INABILITY TO USE, CAREERONESTOP WEB SERVICES, INCLUDING, BUT NOT LIMITED TO DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION LOST DATA, BUSINESS OR ANTICIPATED PROFITS. CERTAIN JURISDICTIONS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES, AND SO SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY TO CUSTOMER.

THIS LIMITATION OF LIABILITY DOES NOT APPLY TO LIMIT STATE'S LIABILITY FOR DEATH OR PERSONAL INJURY TO THE EXTENT ONLY THAT IT ARISES AS A RESULT OF THE NEGLIGENCE OF STATE OR OF ITS EMPLOYEES, AGENTS OR AUTHORIZED REPRESENTATIVES AND IS A CLAIM FOR WHICH DAMAGES ARE RECOVERABLE UNDER THE MINNESOTA TORT CLAIMS ACT, MINN. STAT. § 3.736.

J. LIABILITY The CUSTOMER shall be responsible for liabilities arising from all claims, damages, or suits arising from the negligence or willful misconduct of its officers, agents, and employees in the use of CareerOneStop Web Services.

K. CHANGES TO AGREEMENT AND POLICIES

1. STATE may revise or amend the posted policies and terms of use at any time and without further notice. Any changes will be posted to the CareerOneStop Web site (<http://www.careeronestop.org>) and STATE will notify CUSTOMER of such revisions or amendments via mail or e-mail at the addresses CUSTOMER provides. CUSTOMER is responsible for providing STATE with updated and current e-mail and mailing addresses, and to periodically access the online Terms of Use to review them for any revisions or modifications. Except as provided herein, any changes to this Agreement must be in writing and signed by STATE and CUSTOMER.

2. No Grant of Trademark Rights; Neither party (CUSTOMER, STATE, or CareerOneStop) may use the respective names in Promotions. Except as otherwise expressly provided herein, CUSTOMER shall not, and shall not permit others, to (a) use STATE's or CareerOneStop trademarks, service marks, logos, slogans or trade names or (b) state or imply in any manner that STATE, or any officer, employee or agent of STATE, endorses any products or services.

3. CUSTOMER's Release. For itself and its employees, assignees, and other transferees, during the term of this Agreement and forever thereafter, CUSTOMER hereby shall be responsible for any and all suits, actions, claims, liabilities, demands, damages, losses or expenses (including court-ordered attorneys' fees and court-ordered investigative expenses), relating to or arising out of Customer's negligence or willful misconduct in the design, deployment, use or reproduction of the CareerOneStop Services, Web pages or Web sites. This release shall not absolve STATE of liability for breach of any warranties set forth in this Agreement or deprive CUSTOMER of any remedies available to it under this Agreement for breach thereof.

III. TERM OF CONTRACT. This contract shall be effective on \_\_\_\_\_, 20\_\_\_\_\_, **or upon the date that the final required signature is obtained by the STATE**, whichever occurs later, and shall remain in effect for one year from the date of final approval by the STATE, or until all obligations set forth in this contract have been satisfactorily fulfilled, whichever occurs first. This contract is renewable, based on an annual review by the STATE, in one-year increments up to five years.

IV. CANCELLATION. This contract may be canceled by the CUSTOMER or STATE at any time, with or without cause, upon thirty (30) days written notice to the other party.

V. AUTHORIZED REPRESENTATIVES. All official notifications, including but not limited to, cancellation of this contract must be sent to the other party's authorized representative.

CUSTOMER'S Authorized Representative for the purposes of administration of this contract is:

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
E-Mail: \_\_\_\_\_  
Fax: \_\_\_\_\_

STATE's Authorized Representative for the purposes of administration of this contract is:

Name: Michael Ellsworth  
Address: Department of Employment & Economic Development  
First National Bank Building, Suite E200  
332 Minnesota Street  
St. Paul, MN 55101-1351  
Fax: 651-284-3307

Each authorized representative shall have final authority for acceptance of services of the other party and shall have responsibility to ensure that all payments due to the other party are paid pursuant to the terms of this contract.

- VI. ASSIGNMENT. Neither the CUSTOMER nor the STATE shall assign or transfer any rights or obligations under this contract without the prior written approval of the other party.
- VII. LIABILITY. The CUSTOMER shall be responsible for any and all claims or causes of action arising from the negligence or willful misconduct in the performance of this contract by the CUSTOMER or CUSTOMER'S agents or employees. This clause shall not be construed to bar any legal remedies the CUSTOMER may have for the STATE's failure to fulfill its obligations pursuant to this contract.
- VIII. AMERICANS WITH DISABILITIES ACT COMPLIANCE (hereinafter "ADA"). The CUSTOMER is responsible for complying with the Americans with Disabilities Act, 42 U. S. C. 12101, et. seq. and regulations promulgated pursuant to it. STATE IS NOT responsible for issues or challenges related to compliance with the ADA beyond its own routine use of facilities, services, or other areas covered by the ADA.
- IX. AMENDMENTS. Any amendments to this contract shall be in writing and shall be executed by the same parties who executed the original contract or their successors in office.
- X. GOVERNMENT DATA PRACTICES ACT. The CUSTOMER must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by STATE in accordance with this contract. All data, created, collected, received, stored, used, maintained, or disseminated by the CUSTOMER in accordance with this contract will comply with applicable law.

- XI. STATE AUDITS. The books, records, documents, and accounting procedures and practices of the CUSTOMER relevant to this contract shall be subject to examination by STATE and the Legislative Auditor as provided under law.
- XII. COVERED CONTRACTS AND CONTRACTORS. If the Contract exceeds \$100,000 and the CUSTOMER employed more than 40 full-time employees on a single working day during the previous 12 months in Minnesota or in the state where it has its principle place of business, then the CUSTOMER must comply with the requirements of Minn. Stat. § 363A.36 and Minn. R. Parts 5000.3400-5000.3600. A contractor covered by Minn. Stat. § 363A.36 because it employed more than 40 full-time employees in another state and does not have a certificate of compliance, must certify that it is in compliance with federal affirmative action requirements.
- XIII. COMPLIANCE. The parties agree to be bound by applicable state and federal rules governing Equal Employment Opportunity, Non-Discrimination, and Immigration.
- XIV. CONFLICT OF INTEREST. This Agreement is subject to the provisions of A.R.S. 38-511 and the CUSTOMER may cancel this Agreement if any person significantly involved in negotiating, drafting, securing or obtaining this Agreement for or on behalf of the CUSTOMER becomes an employee or a consultant to any other party with reference to the subject matter of this Agreement while this Agreement or any extension thereof is in effect.

IN WITNESS WHEREOF, the parties have caused this contract to be duly executed intending to be bound thereby.

**APPROVED:**

**1. DEPARTMENT OF EMPLOYMENT AND ECONOMIC DEVELOPMENT**

By (authorized signature)
Title
Date

**2. CUSTOMER:**

**CUSTOMER certifies that the appropriate person(s) have executed the contract on behalf of CUSTOMER as required by applicable articles, by-laws, resolutions, or ordinances.**

By (authorized signature)
Title
Date

By (authorized signature)
Title
Date

**3. DEPARTMENT OF ADMINISTRATION:**

By (authorized signature)
Title
Date

*[Attachments will be placed here]*

Statement of Work

CareerOneStop Policies

## Attachment A

### CareerOneStop Web Services Agreement

***[Note: The CareerOneStop Web Services policy changes from time to time. The current version is always available at <http://www.careeronestop.org/WebService/whatarewebservices/RegisterUser.aspx#>. Below is an example of the policy. Please refer to the authoritative online version for the most current version.]***

CareerOneStop provides Web Services only to parties who agree to the following terms and conditions:

1. The Web Service is provided on a "best-effort" basis. Although historically such Web Services provided by CareerOneStop have exhibited very high availability, no guarantee of availability is made for a Web Service.
2. A Web Service may be terminated at any time upon 30 days' written notice to any Web Service user.
3. The features, parameters, and interfaces of a Web Service may be changed at any time, at CareerOneStop's sole discretion. Users of a Web Service will be given 30 days' written notice of changes.
4. CareerOneStop supports a Web Service by means of the publishing of and periodic updates to the Web Service's documentation, available on the CareerOneStop Web site only to registered Web Service users.

Any further support, consultation, or other technical assistance, including extensive troubleshooting assistance, may require the requestor to support CareerOneStop's cost of providing the support.

The Web Service will be deemed to be in working order if any Web Service user can receive the service. Web Service users are expected to have technical staff that are capable of understanding Web Services in general, and the Web Service's document in particular, and of modifying their systems to take advantage of a Web Service as well as to troubleshoot any Web Service problems.

5. Other than as specified in item 4 above, a Web Service is provided free of charge provided that an icon of CareerOneStop's choice that links to an URL or URLs of CareerOneStop's choice is provided in a prominent place near the use of the Web Service information such that users understand the origin of the information. CareerOneStop will provide a suitable icon for use by the Web Service user. The icon may require the use of an embedded image map to enable more than one URL to be linked to the image.
6. Parties who offer a CareerOneStop Web Service on their site(s) must hold secret the access key and other Web Service technical details and limit the disclosure of these details to their own organizations or organizations under non-disclosure agreements that may legitimately need access to this information to assist in the implementation of the Web Service.
7. Parties may only offer Web Services on sites under their control, and which are registered with CareerOneStop.
8. Parties who offer a CareerOneStop Web Service on their site(s) attest and certify that they:
  - a. Will not change, alter, or modify the information provided by the Web Service in any way. Web Service users are permitted to change the format and organization of the information in any way that does not materially change the accuracy, attribution, or intent of the provided information.
  - b. Will not present the Web Service on their Web site(s) in a manner that could indicate to a Web site user that CareerOneStop information is proprietary, copyrighted, or exclusive to the Web Service user.
  - c. Will not require registration or payment for Web site users to view the information presented via the CareerOneStop Web Service. If the Web site generally requires registration or payment before delivering services, information from the CareerOneStop Web Service must also be available on the Web site in a free, publicly accessible area of the Web site that does not require registration.

## Attachment B

***[Note: The CareerOneStop privacy policy changes from time to time. The current version is always available at [http://www.careeronestop.org/COS\\_SitePrivacy.aspx](http://www.careeronestop.org/COS_SitePrivacy.aspx) . Below is an example of the policy. Please refer to the authoritative online version for the most current version.]***

### **Privacy Policy for CareerOneStop, America's Career InfoNet, and America's Service Locator**

Thank you for visiting the CareerOneStop, America's Career InfoNet, and America's Service Locator Web sites and reviewing our privacy policy. Our privacy policy is clear: we will collect no personal information about you when you visit our Web site unless you choose to provide that information to us, nor will we share that information with any other party except as discussed below.

There are five main sections of our privacy policy: Information Collected and Stored Automatically; Use of Cookies; Information Collected from e-mails; Security, Intrusion, and Detection Issues; and Links to Other Sites.

#### **Information Collected and Stored Automatically**

While you browse through our Web site, read pages, or download information, we gather and store certain information about your visit automatically. This information does not identify you personally. We only automatically collect and store the following information about visits made to our Web site:

- The IP address (an IP address is a number that is automatically assigned to your computer whenever you are surfing the Web) from which our Web site is accessed;
- The type of browser and operating system used to access our site
- The date and time our site is accessed
- The pages visited
- If the America's Career InfoNet Web site is visited from another Web site, the address of that Web site

We aggregate this information and use it to help us make our site more useful to visitors -- to learn about the number of visitors to our site, to determine those portions of our site which are of greatest interest to our users, and to learn about the types of technology our visitors use.

#### **Use of Cookies**

Certain CareerOneStop, America's Career InfoNet, and America's Service Locator Web pages use temporary 'cookies,' which are small amounts of information stored by your Web browser software on your workstation. In all cases, this information is temporary in nature (called 'session cookies') and is deleted as soon as you close your Web browser. None of the information collected is personally identifiable. The use of temporary cookies is solely for the purpose of allowing you to interact with our Web sites in an effective manner, for example, by storing your occupation or location selections so you don't need to enter them repeatedly as you move among the sites or between tools.

#### **Information Collected from e-mails**

All e-mail information provided to America's Career InfoNet, and America's Service Locator (as a part of a mailing list or as feedback to our Service Center) is only used for the provided purpose. We do not share our e-mail with any other organizations, unless we are required to as part of a law enforcement investigation.

#### **Security, Intrusion, and Detection Issues**

For site security purposes and to ensure that this service remains available to all users, this government computer system employs software programs that monitor network traffic to identify unauthorized attempts to upload or change information, or otherwise cause damage.

Except for authorized law enforcement investigations, no other attempts are made to identify individual users or their usage habits. Unauthorized attempts to upload information or change information on this service are strictly prohibited and may be punishable under the Computer Fraud and Abuse Act of 1986 and the National Information Infrastructure Protection Act.

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

Our Web site has links to other federal agencies and private organizations. When you link to another site, you are no longer on our site and are subject to the privacy policy of the new site.

#### **Disclaimer**

These Web sites were created to support public access to career and occupational information. The information was created and is maintained by other public and private organizations and is the responsibility of these organizations. The accuracy of the information for individual occupations is subject to error because of the many factors that affect the economy over time. While occupational projections and related job outlook information can provide valuable inputs to the career decision-making process, they should not be the sole basis of a career choice.

Further, the inclusion of links to particular items or sites is not intended to reflect their importance, nor is it intended to endorse any views expressed or products or services offered by the author of the reference or the organization operating the server on which the reference is maintained.

## Statement of Work

*[Note: If customized work is negotiated between a Web services customer and CareerOneStop, the details of the work would be attached to the license agreement here, otherwise this section can be left blank.]*