

## USER AGREEMENT

THIS USER AGREEMENT (this “Agreement”) is made and entered into as of March 26, 2024, by and between the ILLINOIS HOUSING DEVELOPMENT AUTHORITY (the “Authority”) and the COUNTY OF DUPAGE (“Organization”, together with Authority, hereinafter the “Parties”).

1. Definitions.

(a) “Act” means 501 of Division N of the Consolidated Appropriations Act, 2021, Pub. L. No. 116-260 (Dec. 27, 2020) or Section 3201(a) the American Rescue Plan Act of 2021, Pub. L. No. 117-2 (March 11, 2021), as applicable.

(b) “Admin User” means, subject to the terms of this Agreement, individuals at the Organization who are authorized to request User accounts in the Database and define permissions for the User Accounts.

(c) “Confidential Information” means all data uploaded into the Database by the Authority, Organization and other authorized Users, and all information viewed while using the Database, including, but not limited to, the data fields in the Authority’s standard file format.

(d) “Database” means the duplication of benefits check database created and maintained by the Authority as a centralized repository for storing information about approved and in-process applications for federal emergency rental assistance programs.

(e) “Subuser” or “Subusers” means housing counseling agencies, community-based organizations, non-profit organizations or any other entities authorized by Organization to assist Organization in administering such Organization’s federal emergency rental assistance programs, if any, and authorized by Organization to access Confidential Information in the Database pursuant to written agreements between such Organization and its authorized Subusers.

(f) “User” or “Users” means Organization’s personnel and agents authorized by Organization to access the Database on Organization’s behalf, including, but not limited to, Admin Users and Subusers.

2. Organization shall upload its Confidential Information in the Database in a timely manner in the standard file format required by and pursuant to the procedures established by the Authority. Confidential Information that does not adhere to the Authority’s standard file format shall not be uploaded to the Database.

3. Notwithstanding anything contained herein to the contrary, Subusers shall not have the ability or be provided with permission to upload Confidential Information in the Database. Subusers shall only have the ability to access Confidential Information for purposes of making a good faith effort to mitigate the risk of instances in which there could be a duplication of federally funded rental assistance.

4. Organization shall complete and return the attached **Exhibit A** along with the executed Agreement in order to establish the Organization’s account in the Database and to designate the Admin User(s) for the Organization. Admin Users shall be the sole personnel at Organization with rights to request User and Subuser accounts on behalf of the Organization. Requests for user accounts must be in writing using the User Request Form attached to this Agreement as **Attachment A**. Completed User Request Forms should be sent via email to [DOB@ihda.org](mailto:DOB@ihda.org). Organization will designate no more than two (2) initial Admin Users as contact persons at Organization authorized to submit the User Request Forms to the Authority.

Organization is required to ensure that its authorized Subusers comply with the terms and conditions of this Agreement. Organization, and not the Authority, shall be fully and solely responsible for any use of the Database using the login information assigned to Organization and its authorized Subusers

5. All Users shall be required to create a unique password to access the Database. No User shall share such User's login information with or allow any unauthorized persons to use or have access to the authorized User's login information or the Database. User shall notify the Authority immediately if User has any reason to believe that the User's login information or password has been lost or compromised or misused in any way. The Authority reserves the right to revoke or deactivate any User's login information and password and terminate such User's right to access and use the Database at any time for any reason.

6. User shall not use the Confidential Information for any purpose other than to make a good faith effort to mitigate the risk of instances in which there could be a duplication of federally funded rental assistance in connection with the administration and implementation of Organization's federal emergency rental assistance program pursuant to the Act. User acknowledges and agrees that the Database does not (a) guarantee that there will be no duplication of federally funded rental assistance, (b) provide any real-time connection to any User's systems, or (c) provide information specific to the type or amount of assistance provided to an applicant or address.

7. The Authority is providing access to the Confidential Information and the Database hereunder solely on an "AS IS" basis and makes no representation, warranty, assurance, guarantee or inducement of any kind with respect to the Confidential Information or Database, including without limitation, any warranty of accuracy or completeness. User expressly agrees that its use of the Confidential Information and Database as permitted under this Agreement is at User's sole risk. The Authority does not assume any responsibility for any loss, damages or liabilities arising from (a) User's use or misuse of the Confidential Information or Database, or (b) the use or misuse of Confidential Information provided hereunder by any other Users of the Database.

8. User agrees to treat all Confidential Information as strictly confidential and shall not disclose such Confidential Information to any third party, except as otherwise permitted by this Agreement or required by law pursuant to Section 10 below (including in response to requests under the Illinois Freedom of Information Act, subject to the requirements of the Act). Users shall maintain appropriate measures to protect the security and integrity of any of the Confidential Information that it obtains or accesses pursuant to this Agreement using at least the same degree of care to avoid disclosure of such Confidential Information as User uses with respect to its own confidential information of like importance. Notwithstanding anything contained herein to the contrary, Organization authorizes the Authority to disclose its Confidential Information uploaded to the Database to other Users of the Database for purposes of making a good faith effort to mitigate the risk of instances in which there could be a duplication of federally funded rental assistance in connection with Organizations' administration and implementation of their own federal emergency rental assistance programs.

9. Confidential Information shall not include any information that: (a) was in User's possession prior to receipt thereof from the Authority (excluding User's Confidential Information); (b) is or hereafter becomes, through no act or failure to act by User, part of the public domain or is otherwise available to the public or can be readily derived, in whole or in part, from information which is or becomes part of the public domain or is otherwise available to the public; (c) is provided by a third party not known by the Authority to be under any obligation of confidentiality to User; or (d) is independently developed by User without reference to the Confidential Information.

10. In the event that User is required to disclose any Confidential Information by applicable law or governmental regulation or by valid legal process, User will cooperate with the Authority and, when possible, provide the Authority with prompt written notice, but no later than ten (10) business days' prior notice of such disclosure, so that the Authority may seek a protective order or waive compliance by User with the provisions of this Agreement. If, in the absence of a protective order or the receipt of a waiver hereunder, User is nonetheless, in the opinion of User's counsel, legally required to disclose the Confidential Information, User may disclose such information; provided, however, that User shall disclose only that portion of such Confidential Information that its counsel advises User is required to disclose.

11. User acknowledges that the unauthorized disclosure of Confidential Information may cause irreparable injury to the Authority and that, in the event of a violation of any of User's obligations hereunder, the Authority shall have no adequate remedy at law and shall therefore be entitled to enforce each such obligation by temporary or permanent injunctive relief without proving damages, and without prejudice to any other rights and remedies which may be available to the Authority at law or in equity. Should User breach any of the provisions of this Agreement by unauthorized use, or by disclosure of the Confidential Information to any unauthorized third party to the Authority's detriment or damage, User agrees to reimburse the Authority for any loss or expense incurred by the Authority as a result of such use or unauthorized disclosure or attempted disclosure, including without limitation court costs and reasonable attorneys' fees incurred by the Authority in enforcing the provisions hereof.

12. No delay or omission by either party hereto to exercise any right or power occurring upon any noncompliance or default by the other party with respect to any of the terms of this Agreement shall impair any such right or power or be construed to be a waiver thereof. A waiver by either of the Parties hereto of any of the covenants, conditions, or agreements to be performed by the other shall not be construed to be a waiver of any succeeding breach thereof or of any covenant, condition, or agreement herein contained. Unless stated otherwise, all remedies provided for in this Agreement shall be cumulative and in addition to and not in lieu of any other remedies available to either party at law, in equity, or otherwise.

13. The Authority shall not be deemed to have assumed any liability for the acts, omissions, or negligence of Organization or its Admin Users or Subusers. To the fullest extent permitted by law, Organization specifically accepts responsibility for its Admin Users' and Subusers' acts, omissions, or negligence and agrees to indemnify, defend and hold the Authority harmless against all claims, losses and/or damages (including reasonable attorneys' fees) arising from the acts, omissions or negligence of Organization, its Admin Users, Subusers, or their respective directors, officers, employees, agents and representatives or their breach of this Agreement.

14. This Agreement shall take effect as of the date hereof and, unless otherwise terminated in accordance with the terms herein, shall continue until September 30, 2025. Notwithstanding the foregoing, the obligations of the Parties set forth in Sections 8, 10, 11, 13, and 15 hereof shall survive the expiration or termination of this Agreement.

15. Organization shall, upon written request of the Authority, return to the Authority or destroy all Confidential Information, including but not limited to, all notes, reproductions, summaries, analyses or extracts and all copies thereof in User's possession using reasonable commercial efforts; provided, however, that User may retain such documents and records as are required to be maintained in order to satisfy any law or regulation to which it is subject. Such return or destruction of Confidential Information shall be confirmed by User in writing. User shall immediately notify the Authority upon discovery of any loss or unauthorized disclosure of the Confidential Information.

16. Default; Termination.

(a) An event of default (“Default”) by Organization shall be deemed to have occurred and exist if at any time during the term of this Agreement, Organization or any of its Admin Users or Subusers fails to comply with any requirement of this Agreement, the Act, or other applicable law, and such failure continues for thirty (30) business days after delivery of written notice of such failure by the Authority, or such shorter period as may be imposed by applicable law. In the event of such Default, the Authority may terminate this Agreement upon five (5) business days’ written notice.

(b) The Authority may immediately terminate this Agreement or User’s use of the Database, in whole or in part, upon the Authority’s good faith determination of any violation by User of Sections 4, 5, 6 or 8 of this Agreement.

(c) This Agreement may be terminated upon thirty (30) days’ prior written notice by either the Authority or User; provided however, that with respect to Confidential Information disclosed hereunder prior to termination, the covenants of the Parties contained herein shall survive until the earlier of the return or destruction of Confidential Information in the manner provided in Section 15 or the date such information ceases to be Confidential Information, pursuant to Section 9; provided, however, information required to be maintained in order to satisfy any law or regulation must be kept confidential throughout the period such Confidential Information is required to be maintained.

17. All notices to be given hereunder shall be in writing to the addresses set forth below in this Agreement. Notice shall be considered delivered and effective three (3) days after mailing when sent by registered or certified mail return receipt requested or one (1) business day after deposit with an overnight courier.

If to the Authority:

Illinois Housing Development Authority  
111 East Wacker Drive, Suite 1000  
Chicago, Illinois 60601  
Attention: Legal Department

If to User :

County of DuPage  
421 N. County Farm Rd.  
Wheaton, IL 60187  
Attention: Joan Fox

18. This Agreement shall be governed by and shall be construed in accordance with, in all respects, the laws of the State of Illinois, without giving effect to principles of conflicts of law. Any litigation arising out of or connection in any way with this Agreement shall take place in a state or federal court of competent jurisdiction in DuPage County, State of Illinois, and the Parties accordingly submit to the exclusive jurisdiction of such courts. If any term or provision of this Agreement should be declared invalid by a court of competent jurisdiction, the remaining terms and provisions of this Agreement shall remain unimpaired and in full force and effect and construed as if such unenforceable provision had never been contained herein.

19. This Agreement, and any rights or obligations hereunder, may not be assigned by either party without the prior written consent of the other party. This Agreement may not be amended, modified or waived in any manner, except in writing signed by both Parties.

20. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which when taken together shall constitute one and the same instrument. A signed copy of this Agreement transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

**ILLINOIS HOUSING DEVELOPMENT AUTHORITY**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

**COUNTY OF DUPAGE**

By: \_\_\_\_\_

Name: Deborah A. Conroy

Its: County Board Chair

**EXHIBIT A**

**Organization Initial Account Request Form**

Please complete the following information to establish your Organization's account in the Database. Additional Users of the Database can be created using the User Request Form attached hereto as **Attachment A**.

Organization Abbreviation: \_\_\_\_\_  
Address: \_\_\_\_\_  
Main Contact Name: \_\_\_\_\_  
Main Contact Phone Number: \_\_\_\_\_  
Main Contact Email Address: \_\_\_\_\_

Please complete the following information to create at least one Admin User for your Database.

Admin User 1:

First Name: \_\_\_\_\_  
Last Name: \_\_\_\_\_  
E-mail address: \_\_\_\_\_  
Phone Number: \_\_\_\_\_

Admin User 2 (optional):

First Name: \_\_\_\_\_  
Last Name: \_\_\_\_\_  
E-mail address: \_\_\_\_\_  
Phone Number: \_\_\_\_\_

**ATTACHMENT A**

**User Request Form**

[SEE ATTACHED]

## User Request Form

This form is used to request access for or removal of access from the Duplication of Benefits (DOB) Database for your organization. It should be completed, signed, and dated by a named Admin User for the organization, and a scanned image of the form should be e-mailed to [DOB@ihda.org](mailto:DOB@ihda.org). IHDA will contact you upon receipt of the completed form.

Every User will have the ability to query for approved assistance from other organizations who have uploaded information about their organization’s emergency rental assistance programs. Please complete one form per requested User. The email address for the requested User will be the person’s username to log in to the site.

Please check:

- **“New Subuser”** if the person is not part of your direct organization (ex: part of a community organization performing work for your organization). *Subusers cannot have permission to upload data into the DOB.*
- **“Grant Admin User Privileges”** if this person will be authorized to maintain DOB user accounts on behalf of your organization.
- **“Remove Admin User Privileges”** if this is an existing Admin User who should no longer have Admin User privileges.
- **“Authorize to Upload Data”** if this User will also be approved to upload data into the DOB Database on behalf of your organization.
- **“Remove User”** to remove the person’s access to the system as of the date specified.

### User Information

New Subuser (not part of your organization)      Subuser Organization: \_\_\_\_\_  
*(Subusers cannot be Admin Users)*

First Name: \_\_\_\_\_

Last Name: \_\_\_\_\_

Email Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

- Grant Admin User Privileges
- Remove Admin User Privileges
- Authorize to Upload Data
- Remove User      Date: \_\_\_\_\_

**Sign below** to confirm the information above and that the User will abide by the User Agreement for the DOB Database.

Admin User’s Name: \_\_\_\_\_

Admin User’s Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_