



DuPage Water Commission

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AGENDA – Administration Committee

Thursday, February 16, 2023 5:45 P.M.

Committee Members

J. Broda
J. Healy – Chair
K. Rush
D. Van Vooren
J. Zay

-
- I. Roll Call
 - II. Approval of the January 19,2023 Administration Committee Minutes
 - III. Resolution R-6-23: A Resolution Suspending the Purchasing Procedures and Authorizing the Execution of a Consulting Agreement with Accenture LLP for Hexagon EAM Services at a cost of \$88,800.
 - IV. Old Business
 - V. New Business
 - VI. Other
 - VII. Adjournment

**Minutes of a Meeting
of the**

ADMINISTRATION COMMITTEE

DuPage Water Commission
600 E. Butterfield Road, Elmhurst, Illinois

January 19, 2023

Commissioner Healy called the meeting to order at 6:16 PM.

Commissioners in attendance: J. Broda, J. Healy, K. Rush, J. Zay (6:19PM)

Commissioners absent: None

Also in attendance: P. May, D. Mundall

Commissioner Healy called the meeting to order at 6:16PM and did a visual roll.

Commissioner Broda moved to approve the Minutes of the November 17, 2022 Administration Committee Meeting, seconded by Commissioner Rush, unanimously approved by a voice vote. All aye, motion carried.

Commissioner Rush made a motion to approve Resolution R-3-23, A Resolution suspending the purchasing procedures and authorizing the execution of a consulting Agreement with ITSavvy, LLC for IT Network Managed Services at an annual cost of \$54,298.80. Seconded by Commissioner Broda, unanimously approved by a voice vote. All aye, motion carried.

No Old Business was offered.

Under New Business, General Manager Paul May updated the committee on the new organizational chart. General Manager May provided a review of the HR Assessment Report produced by consultant, Sikich. The report provides a matrix of recommendations which were reviewed with the committee. Commissioner Rush asked for additional information regarding the priority of the recommendations and staffing capabilities to perform the recommended activities. General Manager May reported that nearly all of the high priority items were underway or complete, and that many of the lower priority items are underway as well. Staff is utilizing Sikich to assist with advancement of the recommendations, including assistance with preparing documents such as updated policies and standardized forms.

A motion to adjourn was made by Commissioner Broda, seconded by Commissioner Rush. All aye, motion carried.

The meeting was adjourned at 6:28 PM.



Resolution #: R-6-23

Account: 01-60- 628000, \$88,800.00

Approvals: *Author / Manager / Finance / Admin*

DC RCB CAP PDM

REQUEST FOR BOARD ACTION

Date: 2/9/2023

Description: A Resolution Authorizing the Execution of a Consulting Agreement with Accenture LLP for Hexagon EAM Services

Agenda Section: Administration Committee

Originating Department: Operations

Resolution No. R-6-23 would approve a Service Agreement with Accenture LLP for consulting support services in connection with the Commission's Enterprise Asset Management platform, Hexagon EAM.

As the Commission's Enterprise Asset Management System continues to grow, and due to the reorganization of the Operations Department, it is important to have subject matter experts available to assist staff with maintenance of the platform. Accenture would assist with projects such as building scripts, customizing reports, processing updates, and provide general consulting to incorporate best practices.

The Commission has maintained a consulting relationship for projects with Advoco before it was purchased by Accenture LLP over the past ten years. Most recently, Accenture LLP was utilized to upgrade Hexagon EAM in 2021.

Commission staff has also reached out to Hexagon EAM and DigitalThinker, Inc. (a Hexagon EAM Partner) to obtain alternative support services quotes. Below is a summary of 20-hour block of consulting services per quarter:

Company	Quarterly Service	Hourly Fee
Accenture LLP Services	\$11,100	\$185
DigitalThinker, Inc. Services	\$11,700	\$195
Hexagon EAM Services	\$15,000	\$250

Due to the amount of the support services and past work that Accenture/Advoco has performed for the Commission, staff recommends that the Commission enter into a 2-year Service Agreement with Accenture LLP in the amount of \$11,100 per quarter or \$88,800 for 2 years for Consulting Services.

Recommended Motion: To Adopt Resolution R-6-23

DUPAGE WATER COMMISSION

RESOLUTION NO. R-6-23

A RESOLUTION
AUTHORIZING THE EXECUTION OF A CONSULTING AGREEMENT
WITH ACCENTURE LLP FOR CONSULTING SERVICES

WHEREAS, the Commission was formed and exists pursuant to the Water Commission Act of 1985, 70 ILCS 3720/0.01 et seq., and Division 135 of Article 11 of the Illinois Municipal Code, 65 ILCS 5/11-135-1 et seq., for the purpose of securing an adequate source and supply of water for its customers; and

WHEREAS, the Commission desires to obtain monthly consulting services, and Accenture LLP, an Illinois Limited Liability Partnership (“Consultant”), desires to provide monthly consulting services in connection with the Commission’s Enterprise Asset Management; and

WHEREAS, the Commission and Consultant desire to enter into a consulting agreement setting forth the terms and conditions pursuant to which the Commission will obtain monthly consultant services, and the Consultant will provide monthly consulting services to be approved by the Commission and Consultant; and

WHEREAS, the Commission further desires to obtain under the consulting agreement, and Consultant further desires to provide under the consulting agreement, consulting services in connection with Enterprise Asset Management;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the DuPage Water Commission as follows:

SECTION ONE: The foregoing recitals are hereby incorporated herein and made a part hereof as findings of the Board of Commissioners of the DuPage Water Commission.

SECTION TWO: A Consulting Agreement between the DuPage Water Commission and Accenture LLP for Consulting Services, in substantially the form attached hereto and by this reference incorporated herein and made a part hereof as Exhibit 1, with such modifications as may be required or approved by the General Manager of the Commission, shall be and it hereby is approved. The General Manager shall be and hereby is authorized and directed to execute the Consulting agreement in substantially the form attached hereto as Exhibit 1 with such modifications as may be required or approved by the General Manager; provided, however, that the Consulting Agreement shall not be so executed on behalf of the Commission unless and until the General Manager shall have been presented with copies of the Consulting Agreement by Accenture LLP.

SECTION THREE: This Resolution shall be in full force and effect from and after its adoption.

	Aye	Nay	Absent	Abstain
Bouckaert, D.				
Broda, J.				
Fennell, J.				
Gans, R.				
Healy, J.				
Novotny, D.				
Pruyn, J.				
Rush, K.				
Russo, D.				
Saverino, F.				
Suess, P.				
Van Vooren, D.				
Zay, J.				

ADOPTED THIS ___ DAY OF _____, 2023.

James Zay, Chairman

ATTEST:

Danna Mundall, Clerk

EXHIBIT 1



STRATEGY & CONSULTING ENGAGEMENT LETTER

**BETWEEN
DUPAGE WATER COMMISSION [USA]
AND ACCENTURE LLP [USA]**

1/30/2023

DuPage Water Commission
600 Butterfield Rd
Elmhurst, IL 60126
United States

Re: **Post Implementation Consulting Services**

Dear **Jenessa Rodriguez**,

We appreciate the opportunity to assist **DuPage Water Commission** with **Post Implementation Consulting Services** (“The Project”). This Engagement Letter (the “EL” or “Letter”) is entered into as of February 28, 2023 (the “EL Effective Date”) by and between **DuPage Water Commission**, located at **600 Butterfield Rd, Elmhurst, IL 60126** (“Client”) and Accenture LLP, located 500 W Madison St, Chicago, Illinois, 60661 (“Accenture”). This Letter describes Accenture’s full scope of services and the deliverables it will provide to support the Project.

1 SERVICES

1.1 Scope of Services

Accenture will provide the services (“Services”) to assist Client with support of their deployed Hexagon EAM application implementation (“Project”), as follows:

- Support in Hexagon EAM system administration function and configuration:
 - Screen and grid design, user security modifications
 - Uploads and imports using Hexagon applications
 - Flex Structured Query Language (“SQL”) configuration (pending scope of requirements/complexity)
 - Advanced Report and Key Performance Indicator (“KPI”) creation and modification
- Review Client’s business requirements and provide recommendations for technical solutions to meet assessed requirements
- Support for Hexagon EAM software upgrades
- Support for end users
 - User groups and security processes
 - Error and stoppage troubleshooting
 - Answering ad-hoc and how-to questions
- Remote end user and system training
- Enhancement planning and implementation

The following work is considered project work outside the scope of the Services and must follow a separate estimation and approval process between Accenture and Client.

Out of scope services include but are not limited to:

- Brand new system integrations
- Any work having an estimated required effort that is two (2) times the monthly allotment of hours
- Implementation of new functionality or additional modules
- Rollout or implementation of new sites
- Life cycle projects that include deliverables such as:
 - Business process design
 - UAT related to full life cycle project
 - Go-live training
- Any work that requires performance by non-Post Implementation Solution and Technical Solution Consultants (“Project Delivery Team”)

1.2 Support Process

Client will initiate a ticket via the dedicated Accenture support phone number or the support email address to the Accenture automated ticketing system. Accenture will assign the ticket to the appropriate Accenture resource based on availability and skill set needed.

Accenture will respond to each case in accordance with this EL and will use commercially reasonable efforts to promptly resolve each case. Actual resolution time will depend on the nature of the case and the resolution itself. A resolution may consist of a fix, workaround or other commercially reasonable solution to the issue in Hexagon EAM.

All tickets will be prioritized by severity level and then the order in which they were received during normal business hours, Monday to Friday 7:30 am EST to 6:00 pm EST.

Accenture actions will be documented by incident number, with generated email confirmation of receipt. Reports will be provided on a monthly basis of all tickets, statuses, actions and time to complete tasks.

1.3 Ticket Prioritization and Severity

Service ticket requests are categorized by three prioritization levels of severity:

- Priority 1 requests are of the highest priority and include total system outages.
 - Response time of 30 minutes or less during normal business hours
 - Completion time varies depending on the complexity of the issue
 - Action is to open a top priority incident with Hexagon on behalf of Client and act as liaison between the business and Hexagon.
 - Outside of business hours for a Priority 1 request, Accenture recommends Client contact Hexagon support directly.
- Priority 2 requests are the next highest priority and are defined as individual users unable to complete their day-to-day EAM responsibilities
 - Examples include unable to login, system errors preventing work from completion, password problems and items of that nature
 - Response time within 2 hours of submitting the request
 - Completion time varies depending on the complexity of the issue
 - Outside of business hours in the case of a Priority 2 request, Accenture response time remains the same beginning at the start of the next business day.
- Priority 3 requests are low priority requests, including potential enhancements or consulting requirements related to enhancing, improving, innovating or optimizing the solution
 - Response time within 2 days
 - Completion time varies on the complexity of the issue
 - Outside of business hours in the case of a Priority 2 request, Accenture response time remains the same beginning at the start of the next business day.

1.4 Location and Lead Roles

The Services will be performed at Accenture facilities unless otherwise agreed by Client and Accenture in writing and will be led by a Post Implementation Solution Architect.

In addition to performing Services from Accenture facilities, Accenture personnel may perform the Services or any portion of the Services remotely, provided that performing remotely does not (i) adversely impact Accenture's ability to perform its obligations under this EL; or (ii) require any increase to the Fees. For Services provided on a remote basis, any contractual requirements to provide physical and environmental security controls (e.g., secure bays; security guards; CCTV) at the Accenture service locations will not apply to remote work locations. In addition, where Accenture personnel are required to access Client systems from a remote work location, such access will only occur using devices and access points approved by Client.

The overall Project will be under the control of Jenessa Rodriguez.

If additional services or deliverables are necessary, we will mutually agree on an amendment to this Letter.

Client will own the copyright in the tangible deliverables prepared under this Letter, excluding the Accenture name and trademarks.

2 PRICING OPTIONS

Post-Implementation Services are available in tier options based on the number of EAM Post-Implementation Consulting (EPIC) hours allotted per month.

Three pre-paid term options are available:

- Monthly
 - Invoiced monthly, in advance.
 - No carryover of hours month to month.
- Quarterly
 - Invoiced quarterly, every three (3) months, in advance.
 - Carryover of hours allowed within contract term only (start to end date of term).
- Annually
 - Invoiced annually, every 12 months, in advance.
 - Carryover of hours are allowed within contract term only (start to end date of term).

Once the maximum hours are consumed in any given term, overage hours will be invoiced directly at the then current rate or additional hours may be added with a change order. Any unused hours at the end of the term are forfeited.

The full range of EPIC and term options are found in the table below.

	EPIC 20	EPIC 30	EPIC 40	EPIC 50	EPIC 60	EPIC 80	EPIC +
Monthly Allotment	20 hours	30 hours	40 hours	50 hours	60 hours	80 hours	>80 hours
Hourly Rate	\$185	\$180	\$175	\$170	\$165	\$160	\$160
Term Options							
Month-to-Month Term	\$3,700	\$5,400	\$7,000	\$8,500	\$9,900	\$12,800	\$TBD
Quarterly Term	\$11,100	\$16,200	\$21,000	\$25,500	\$29,700	\$38,400	\$TBD
Annual Term	\$44,400	\$64,800	\$84,000	\$102,000	\$118,800	\$153,600	\$TBD
2 Year Term	\$88,800	\$129,600	\$168,000	\$204,000	\$237,600	\$307,200	\$TBD

3 EPIC AND TERM SELECTION

Accenture will provide Services as follows:

EPIC Selection: EPIC-20, 20 hours per month.

Term Selection: Quarterly. 2-year commitment.

Term will commence on March 1, 2023, and complete on or about February 28, 2025.

4 FEES & EXPENSES

Accenture will bill its services as eight (8) pre-paid, quarterly milestones of \$11,100 invoiced at the beginning of every fourth month from March 2023 through February 2025. For any overages, Accenture will bill its services on a time and materials basis at the rates set forth herein. Based on the terms set forth in this EL, Accenture estimates that its fees for its Services will be approximately \$88,800, plus actual expenses including, but not necessarily limited to, travel and lodging expenses, and all taxes, as applicable.

Invoiced amounts under this Letter shall be paid in accordance with the Illinois Local Government Prompt Payment Act (50 ILCS 505/1 et seq.). Any proposed changes, including to scope and term of the Agreement, may cause changes to the fees and expenses. No modification of any provision of this Agreement will be effective unless it is in writing and signed by both parties.

5 TAXES

Accenture's fees do not include applicable taxes. Client is tax exempt and will provide a tax exemption certificate upon request. To the extent not exempt, Client will be responsible for the payment of all taxes in connection with this Agreement including, but not limited to, sales, use, excise, value-added, business, service, goods and services, consumption, entity level withholding, and other similar taxes or duties, including taxes incurred on transactions between and among Accenture, its Affiliates, and third-party subcontractors. If work for Client requires that personnel perform Services outside the city, state, province, or country in which such personnel are based, Client will reimburse Accenture for increased tax and administrative costs incurred by Accenture and/or its personnel. Client will reimburse Accenture for any deficiency relating to taxes that are Client's responsibility under this Agreement. Except as otherwise provided, each party will be responsible for its own income taxes, employment taxes, and property taxes. The parties will cooperate in good faith to minimize taxes to the extent legally permissible when reasonable. In a timely manner, each party will provide to the other party any direct pay permits, resale exemption certificates, multiple points of use certificates, treaty certification, withholding tax certificates and other information reasonably requested by the other party.

6 ASSUMPTIONS

- 6.1 In addition to any other responsibilities or assumption described in this EL, set forth below is a list of the obligations for which Client will be responsible, conditions on Accenture's performance, and assumptions upon which Accenture relies in agreeing to perform the Services described in this EL on the terms set out herein (collectively "**Client's Responsibilities**") If Client's Responsibilities are not performed or prove to be incorrect, it may cause changes to the Project schedule, level of effort required, or otherwise impact Accenture's performance of the Services described in this EL, and Accenture shall have no liability with respect to its inability to perform the Services resulting therefrom. Client shall grant to Accenture such additional time as is reasonable to provide the Services and/or the relevant Deliverables, as the case may be, and shall pay to Accenture additional fees necessary to compensate Accenture for the necessary additional effort or expenses. Accenture shall exercise commercially reasonable efforts to minimize or avoid the impact.

- (a) Client will commit the necessary resources and management (including of its third parties) involvement to support the Project and will make decisions promptly and without delay.
- (b) Client shall be responsible for obtaining, at no cost to Accenture, consents for Accenture's use of any third-party data or products, including software, necessary for Accenture to perform its obligations under this EL.
- (c) Client shall be responsible for its operation and use of the Deliverables and for determining whether to use or refrain from using any recommendation that may be made by Accenture. Client will be solely responsible for determining whether any Services provided by Accenture (i) meet Client's requirements; (ii) comply with all laws and regulations applicable to Client; and (iii) comply with Client's applicable internal guidelines and any other agreements it has with third parties.
- (d) Except as expressly set out in this EL, Accenture's scope of Services expressly excludes security services, including, but not limited to, managed security services, cyber defense services (such as penetration testing, vulnerability assessment services, threat hunting and incident response services), or any monitoring, scanning, testing assessments or remediations for security vulnerabilities in Client's environments.
- (e) In its own environments, Accenture will operate the same version of the Hexagon EAM application as is used by the Client. Where the Client version of EAM is outdated, or the Client has not implemented the latest security updates, Accenture will make reasonable efforts to remediate resulting vulnerabilities in its own environments except where the functionality of the EAM application would be impaired.
- (f) Accenture will be provided with access to Client's information technology infrastructure, proprietary and third party software, electronic files, and databases (collectively "Systems"), including both read and write access to testing and production environments as needed. Accenture will limit such access to the Systems to Accenture resources who need access to perform the Services.
- (g) Accenture shall have access to Client's Personal Data in accordance with the Data Processing Addendum in Attachment A to the EL.

7 CONFIDENTIAL INFORMATION AND CLIENT DATA

Each of us may be given access to information that is identified by the other as confidential or which a reasonable person would deem to be confidential under the circumstances ("**Confidential Information**"). Such Confidential Information may only be used by the receiving party in connection with our Services and may not be copied or reproduced without the disclosing party's prior written consent, except as reasonably needed for our Services. We each agree to protect the other's Confidential Information in the same manner that the other protects its own similar Confidential Information, but in no event using less than a reasonable standard of care. Access to the Confidential Information will be restricted to both of our personnel engaged in our Services. Subject to our confidentiality obligations, each of us will be free to use the general knowledge, and know-how used or developed in connection with our Services and to independently develop anything which is competitive with, or similar to, the Deliverables we provide under this Letter.

Data provided by or on behalf of Client in connection with this EL ("**Client Data**") shall be considered Confidential Information. Client Data that identifies or directly relates to natural persons as may be further defined in applicable data privacy law ("**Personal Data**") shall remain at all times the property of Client. If it is agreed as part of the Services under this EL that Accenture is to process Client Personal Data in connection with the Services, the general responsibilities of the Parties (with respect to the security controls and protocols) is set out below. With respect to Client Personal Data that is provided to and processed by Accenture under this EL, Client shall be and remain the Data Controller and Accenture the Data Processor. If the Services require and the parties agree to the international transfer of Personal Data, the parties will need to agree to an amendment to this EL to address applicable controls and provisions related to the transfer of such data.

8 NOTWITHSTANDING THE FOREGOING, CONFIDENTIAL INFORMATION SHALL NOT INCLUDE ANY PUBLIC RECORD AS DEFINED BY THE ILLINOIS FREEDOM OF INFORMATION ACT (5 ILCS 140/1 ET SEQ.) (THE “ACT”), OR ANY INFORMATION CONTAINED WITHIN ANY PUBLIC RECORD, THAT IS NOT EXEMPT FROM DISCLOSURE UNDER THE ACT. NOTHING IN THIS SECTION OR THIS AGREEMENT SHALL RESTRICT CLIENT FROM DISCLOSING RECORDS IN RESPONSE TO A REQUEST MADE TO CLIENT PURSUANT TO THE ACT.

DATA SAFEGUARDS FOR CLIENT DATA

The data safeguards referenced below (“**Data Safeguards**”) set forth the security framework that Client and Accenture will follow with respect to protecting Client Data, including Personal Data if applicable, in connection with this EL. In the event of a conflict between the Data Safeguards and any terms and conditions set forth in this EL, the terms and conditions of these Data Safeguards shall prevail.

A. Security Standards.

1. **General Obligations.** Each party will:
 - maintain and comply with globally applicable standards, policies and procedures intended to protect data within their own respective environments (e.g., systems, networks, facilities) and such standards will govern and control in their respective environments;
 - comply with the other party’s standards when accessing or operating within the other party’s environments; and
 - provide timely notice of any changes to such standards that may materially degrade the security of the Services.
2. **Accenture Standards.** Accenture’s applicable security standards are set out online, accessible here: <https://www.accenture.com/client-data-safeguards>.

9 LIMITATION OF LIABILITY

Except for a party’s breach of the obligations relating to Confidential Information (other than a breach in respect of Personal Data), and acts of fraud or willful misconduct, the sole liability of either Party to the other in relation to any and all claims in any manner related to the Agreement (whether in contract, tort, negligence, strict liability in tort, by statute or otherwise) will be for direct damages, not to exceed in the aggregate an amount equal to two times the total fees paid or payable to Accenture under this EL (the “**Cap**”). For any liability related to breach of Personal Data obligations, such liability will be capped at two times the Cap. In no event will either Party be liable (whether in contract, tort, negligence, strict liability in tort, by statute or otherwise) for any: (i) consequential, indirect, incidental, special or punitive damages, or (ii) loss of profits, revenue, business, opportunity or anticipated savings. Nothing in the Agreement excludes or limits either Party’s liability to the other for: (i) fraud or willful misconduct, (ii) death or bodily injury, and (iii) any other liability which cannot lawfully be excluded or limited.

10 RELATIONSHIP OF THE PARTIES

Nothing about this engagement shall be construed to create a partnership, joint venture, or employer-employee relationship. If there is a dispute, we will make good faith efforts to first resolve amongst ourselves and then by escalating to higher levels of management.

11 TERMINATION

Either party may terminate this Letter and the related Services for convenience with thirty (30) days written notice. Fees, including overages, and expenses incurred will be paid through the date of termination ("Termination Effective Date").

If the Termination Effective Date is prior to the end of the Term, a pro-rated credit will be provided by Accenture for the lesser of the following options:

- 1) Remainder of total unused hours for the term, or;
- 2) Prorated number of remaining contracted hours based on the following formula regardless of actual hours used:

- i. $\frac{\text{Days remaining in Term as of Termination Effective Date}}{\text{Total number of days in Term}} * (\text{Total hours in Term})$
- ii. Total # of Days in Term is 90 Days for a Quarter
- iii. Total hours in Term excludes any carry-over hours

Upon termination, provisions which are by their nature intended to survive termination of this Letter, will survive termination.

12 NON-SOLICITATION

Each party will refrain from hiring or soliciting for hire any employee or personnel of the other who is assigned to help in connection with the Services under this Letter during the term of this Letter and for a period of twelve (12) months from termination. This shall not prevent either party from making any general solicitations for employment or prevent a person from responding to such general solicitations.

13 OTHER TERMS

This Letter sets forth our entire understanding with respect to our involvement in the Project and supersedes any prior communications or agreements between us. This Letter may be executed in multiple counterparts. Except for our respective organizations, no other party will be deemed to be a beneficiary of the terms of this Letter. You agree that we may identify you (whether orally or in writing) as a recipient of Services to people outside of our own organization and we can use your logo and tradename in sales presentation and marketing materials. Any other use of either party's name or logo outside its organization shall be subject to other party's express written consent. The delay or failure by either party to exercise any of its rights under this Letter is not a waiver. Accenture warrants that its Services will be performed in a good and workmanlike manner, in accordance with the Agreement, and that Deliverables will materially comply with their applicable specifications. Accenture will re-perform any work not materially in compliance with this warranty which is brought to its attention within 30 days after that the work has been performed. THE WARRANTIES HEREIN ARE MADE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, CONDITIONS AND REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, INTERFERENCE WITH ENJOYMENT OR OTHERWISE.

This Letter will be construed in accordance with the laws of Illinois.

14 NEXT STEPS

We are excited to work with you and your team on this initiative. To indicate your agreement with the terms outlined above and to authorize us to proceed, please sign below and return via email. If you have any questions, please do not hesitate to contact me.

AGREED AND ACCEPTED

Accenture Signature:

Name and Title:

Date:

Client Signature:

Name and Title:

Date:

Attachment A
Data Processing and Security Addendum

This Data Processing and Security Addendum (“**Addendum**”) describes the responsibilities of the parties with respect to the processing and security of any Client Personal Data in connection with the Services provided under the Engagement Letter. This Addendum is subject to the terms and conditions of the Engagement Letter (“**Agreement**”) dated February 28, 2023 between DuPage Water Commission (“**Client**”) and Accenture LLP (“**Accenture**”) and will be deemed part of the Agreement. Terms not defined below shall have the meaning set forth in the Agreement. In the event of a conflict between the Agreement and this Addendum, this Addendum shall prevail.

1. Definitions.

- (a) “Business Contact Information” means the names, mailing addresses, email addresses, and phone numbers regarding the other party’s employees, directors, vendors, agents and customers, maintained by a party for business purposes as further described in Section 9 below.
- (b) “Client Personal Data” means client-owned or controlled personal data provided by or on behalf of Client to Accenture or an Accenture affiliate or subcontractor for processing under an Engagement Letter. Unless prohibited by applicable Data Protection Laws, Client Personal Data shall not include information or data that is anonymized, aggregated, de-identified and/or compiled on a generic basis and which does not name or identify a specific person.
- (c) “Consents” includes all necessary consents, permissions, as well as notices and authorizations necessary for the processing or onward transfer by Accenture of Client Personal Data which is required to perform the Services, including the transfer of Client Personal Data outside of the country of origin and any of the foregoing, as applicable, from employees or third parties; valid consents from or notices to applicable data subjects; and authorizations from regulatory authorities, employee representative bodies or other applicable third parties;
- (d) “Data Protection Laws” means all applicable data protection and privacy Laws that apply to the processing of personal data under a particular Engagement Letter, including, as applicable, General Data Protection Regulation 2016/679 (GDPR), Federal Data Protection Act of 19 June 1992 (Switzerland), UK Data Protection Act 2018 (DPA 2018) and UK General Data Protection Regulation (UK GDPR), and any US state or federal laws or regulations pertaining to the collection, use, disclosure, security or protection of personal data, or to security breach notification, e.g., California Consumer Privacy Act of 2018 (“CCPA”) and California Privacy Rights Act of 2020 (“CPRA”).
- (e) “Information Security Incident” means a breach of Accenture’s security leading to the accidental or unlawful destruction, loss, alteration or unauthorized acquisition, disclosure, misuse or access to unencrypted Client Personal Data transmitted, stored or otherwise processed by Accenture.
- (f) “Subprocessors” means Accenture Affiliates and third parties authorized under the terms of this Addendum to have access to and process Client Personal Data in order to provide a portion of the Services.
- (g) The terms “controller,” “data subject,” “de-identification,” “personal data,” “process,” “processing,” “processor,” “pseudonymize,” “sale,” “service provider” and “supervisory authority” as used in this Addendum have the meanings given to any equivalent terms in the applicable Data Protection Laws, as relevant.

2. Roles of the Parties; Compliance with Data Protection Laws.

- (a) Each party will comply with the requirements of the Data Protection Laws as applicable to such party with respect to the processing of the Client Personal Data.
- (b) Client warrants to Accenture that it has and will maintain all necessary rights (including lawful legal basis), licenses and Consents to provide the Client Personal Data to Accenture for the processing to be performed in relation to the Services and agrees that Client shall be responsible for obtaining all

necessary Consents or identifying the appropriate legal basis for the processing, and providing all necessary notices, as required under the relevant Data Protection Laws in relation to the processing of the Client Personal Data.

- (c) Accenture will process the Client Personal Data only in accordance with Client's documented processing instructions as set forth in the Agreement, including this Addendum and the applicable Engagement Letter, unless otherwise required by law.
- (d) If Accenture is acting as a subprocessor in relation to any Client Personal Data (i.e., the data owner/controller is an entity other than Client), Client warrants to Accenture that Client's instructions with respect to the Client Personal Data have been authorized by the applicable data owner/controller, including the appointment of Accenture as a subprocessor.
- (e) Except as otherwise set forth in the applicable Engagement Letter, (i) Accenture is a service provider and/or processor with respect to the Client Personal Data; and (ii) Client is an owner / controller or service provider / processor, as applicable, of the Client Personal Data.
- (f) The applicable Engagement Letter shall set out (i) the subject matter and duration of the processing; (ii) the nature and purpose of the processing; and (iii) the type of personal data and categories of data subjects involved.
- (g) Accenture will promptly notify Client if Accenture determines, in its reasonable business judgment, that a Client processing instruction violates any applicable Data Protection Law (provided that nothing herein shall require Accenture to provide legal or regulatory advice or monitor Data Protection Laws as they apply to Client). In such event, the parties will work together in good faith to resolve such issue in a timely manner. In no event will either party be required to perform any activity that violates any applicable Data Protection Law. If Client requires that Accenture follow a processing instruction despite Accenture's notice that such instruction may violate an applicable Data Protection Law, Client will be responsible for all liability for all claims and damages arising from any continued processing in accordance with such instruction.

3. Disclosure and Use of Data.

- (a) When providing or making available Client Personal Data to Accenture, Client shall only disclose or transmit Client Personal Data that is necessary for Accenture to perform the applicable Services.
- (b) Following expiration or termination of the provision of Services relating to the processing of Client Personal Data, or at Client's request, Accenture shall (and shall require that its sub-processors) promptly and securely delete (or return to Client) all Client Personal Data (including existing copies), unless otherwise required or permitted by applicable laws. Unless otherwise agreed, Accenture will comply with any Client deletion instruction as soon as reasonably practicable and within a maximum period of 180 days.
- (c) All Accenture personnel, including subcontractors, authorized to process the Client Personal Data shall be subject to confidentiality obligations and/or subject to an appropriate statutory obligation of confidentiality.
- (d) Client expressly acknowledges and agrees that, in the course of providing the Services, Accenture may anonymize, aggregate, and/or otherwise de-identify Client data ("**De-Identified Data**") and subsequently use and/or disclose such De-Identified Data for the purpose of research, benchmarking, improving Accenture's offerings generally, or for another business purpose authorized by applicable Data Protection Law provided that Accenture has implemented technical safeguards and business processes designed to prevent the re-identification or inadvertent release of the De-Identified Data.
- (e) Without prejudice to what is provided for in subsection (d) above, if Client Personal Data includes California Personal Data, Accenture shall:
 - (i) not sell or share any such Client Personal Data;
 - (ii) not retain, use or disclose any such Client Personal Data for any purpose other than business purposes specified in accordance with the Agreement; or

- (iii) not retain, use or disclose such Client Personal Data outside the direct business relationship between Accenture and Client, as set forth in the Agreement, including this Addendum and the applicable Engagement Letter, unless otherwise required by law;
- (iv) not process such Client Personal Data outside the specified business purpose;
- (v) provide the same level of privacy protection required by the applicable obligations under CPRA for such Client Personal Data received by Accenture;

4. Security Obligations.

- (a) Each party shall implement appropriate technical and organizational security measures to safeguard Client Personal Data from unauthorized processing or accidental loss or damage, as further described in **Attachment 1** to this Addendum ("**Data Safeguards**") and the applicable Engagement Letter.
- (b) Taking into account the ongoing state of technological development, the costs of implementation and the nature, scope, context and purposes of the processing of the Client Personal Data, as well as the likelihood and severity of risk to individuals, Accenture's implementation of and compliance with the security measures set forth in the **Agreement Section 8 Data Safeguards for Client Data** and the applicable Engagement Letter is designed to provide a level of security appropriate to the risk in respect of the processing of the Client Personal Data.

5. Additional Accenture Responsibilities.

- (a) **Documentation, Audits and Inspections.** Accenture shall make available to Client information reasonably requested by Client to demonstrate Accenture's compliance with its obligations in this Section and submit to audits and inspections by Client (or Client directed third parties) in accordance with a mutually agreed process designed to avoid disruption of the Services and protect the confidential information of Accenture and its other clients. As required by applicable law, Accenture shall inform Client if, in Accenture's opinion, any Client audit instruction infringes upon any applicable Data Protection Law. Client shall be solely responsible for determining whether the Services and Accenture's security measures as set forth in the **Agreement Section 8 Data Safeguards for Client Data** and the applicable Engagement Letter will meet Client's needs, including with respect to any Data Protection Laws.
- (b) **Data Subject and Supervisory Authority Requests.** As required by law and taking into account the nature of the Services provided, Accenture shall:
 - (i) provide assistance to Client as reasonably requested with respect to Client's obligations to respond to requests from Client's data subjects as required under applicable Data Protection Laws. Accenture will not independently respond to such requests from Client's data subjects, but will refer them to Client, except where required by applicable Data Protection Law; and
 - (ii) provide assistance to Client as reasonably requested if Client needs to provide information (including details of the Services provided by Accenture) to a competent supervisory authority, to the extent that such information is solely in the possession of Accenture or its Subprocessors.
- (c) **Privacy / Data Protection Impact Assessments.** As required by law and taking into account the nature of the Services provided and the information available to Accenture, Accenture shall provide assistance to Client as reasonably requested with respect to Client's obligations to conduct privacy / data protection impact assessments with respect to the processing of Client Personal Data as required under applicable Data Protection Laws.

6. **Subprocessors.** Client generally authorizes the engagement of Accenture's Affiliates as Subprocessors as identified in the list attached to the Agreement or any applicable Engagement Letter, and specifically authorizes the engagement of third parties as Subprocessors as identified in the applicable Engagement Letter. Accenture shall contractually require (including via EU SCCs or via intra-company agreements with respect to Affiliates as applicable) any such Subprocessors to comply with data protection obligations that are at least as restrictive as those Accenture is required to comply with hereunder. Accenture shall remain fully liable for the performance of

the Subprocessors. Accenture shall provide Client with written notice of any intended changes to the list of authorized Subprocessors or any intended appointment of a new third party Subprocessor and Client shall promptly, and in any event within 10 business days, notify Accenture in writing of any reasonable objection to such changes / appointment. If Client's objection is based on anything other than the proposed Subprocessor's inability to comply with agreed data protection obligations, then any further adjustments shall be at Client's cost. Any disagreements between the parties shall be resolved via the contract dispute resolution procedure.

7. Cross-Border Transfers of Client Personal Data.

(a) Transfers of EEA/Swiss Data.

Subject to subsection (d) below, the parties shall rely on the EU Standard Contractual Clauses for the transfers of personal data to third countries pursuant to Regulation (EU) 679/2016, adopted by the EU Commission by its Implementing Decision (EU) 2021/914 of 4 June 2021 (the "EU SCCs") to protect Client Personal Data being transferred from a country within the European Economic Area ("EEA") and/or Switzerland to a country outside the EEA/Switzerland that is not recognized as providing an adequate level of protection for personal data. The parties will cooperate in good faith to agree on and execute the appropriate module of the EU SCCs to be used based on the data transfer occurring under the applicable Engagement Letter.

(b) **Transfers of UK Data.** Subject to subsection (d) below, the parties shall rely on the EU Standard Contractual Clauses for the transfers of personal data to processors established in third countries, dated 5 February 2010 (2010/87/EU) as amended from time to time by the Information's Commissioner Office (the "UK SCCs") to protect Client Personal Data being transferred from the United Kingdom (UK) to a country outside the UK not recognized as providing an adequate level of protection for personal data. Where the transfer relies on the UK SCCs, the Client, acting as data exporter, shall execute, or shall procure that the relevant Client entities execute, such UK SCCs with the relevant Accenture entity or a third-party entity, acting as a data importer.

(c) **Transfers of non-EEA/Swiss/UK Data** . In the event that Client Personal Data is to be transferred outside the country of origin in connection with the provision of Services under the Agreement and this country is not located within the EEA, Switzerland or the United Kingdom, the parties will work together expeditiously and in good faith to establish the appropriate transfer mechanism to be implemented, as required by applicable Data Protection Law.

(d) **Accenture BCR-P.** If and when Accenture's Binding Corporate Rules for Processors are approved, the parties shall rely on such Binding Corporate Rules for Processors to cover any cross-border transfer of Client Personal Data to Accenture, provided that Accenture (i) maintains the applicable approval of its Binding Corporate Rules for Processors for the duration of the applicable Engagement Letter; (ii) promptly notifies Client of any subsequent material changes in the Binding Corporate Rules for Processors or such approval; and (iii) downstreams all of its applicable data protection obligations under its Binding Corporate Rules for Processors to Subprocessors by entering into appropriate onward transfer agreements with any such Subprocessors.

(e) **Transfer Mechanism.** In the event that the transfer mechanisms agreed by the parties herein are amended, replaced, or cease to be authorized as a means to provide "adequate protection" with respect to transfers of Client Personal Data, the parties will work together expeditiously and in good faith to establish another valid transfer mechanism and/or implement supplementary measures as needed to establish appropriate safeguards for such data. Any impacts on the terms of the Agreement and the provision of the Services caused by such new requirements will be addressed by the parties in accordance with Section 10 below.

8. **Information Security Incidents.** Accenture shall maintain procedures to detect and respond to Information Security Incidents. If an Information Security Incident occurs which may reasonably compromise the security or privacy of Client Personal Data, Accenture will promptly notify Client without undue delay. Accenture will cooperate with Client in investigating the Information Security Incident and, taking into account the nature of the

Services provided and the information available to Accenture, provide assistance to Client as reasonably requested with respect to Client's breach notification obligations under any applicable Data Protection Laws.

9. Use of Business Contact Information. Each party consents to the other party using its Business Contact Information for contract management, payment processing, service offering, and business development purposes, including business development with partners, and such other purposes as set out in the using party's global data privacy policy (copies of which shall be made available upon request). For such purposes, and notwithstanding anything else set forth in the Agreement or this Addendum with respect to Client Personal Data in general, each party shall be considered a controller with respect to the other party's Business Contact Information and shall be entitled to transfer such information to any country where such party's global organization operates.

10. Changes in Laws. In the event of (i) any newly enacted Data Protection Law, (ii) any change to an existing Data Protection Law (including generally-accepted interpretations thereof), (iii) any interpretation of a new or existing Data Protection Law by Client, or (iv) any material new or emerging cybersecurity threat, which individually or collectively requires a change in the manner by which Accenture is delivering the Services to Client, the parties shall agree upon how Accenture's delivery of the Services will be impacted and shall make equitable adjustments to the terms of the Agreement and the Services in accordance with the Change Control Procedures.

11. Relationship with Other Agreements. For avoidance of doubt and without prejudice to the rights of any data subjects thereunder, this Addendum and any EU SCCs (or other data transfer agreements) that the parties or their affiliates may enter into in connection with the Services provided pursuant to the Agreement will be considered part of the Agreement and the liability terms set forth in the Agreement will apply to all claims arising thereunder.

12. Accenture shall defend, indemnify and hold harmless Client for any and all third party claims, liabilities, damages, settlements and expenses (including, without limitation, attorneys' fees) attributable to, arising out of or alleged to arise out of Accenture's or its agents or Subprocessors' collection, for breaches of the Data Safeguards attached in Exhibit 1. If both Accenture and Client contributed to the losses arising from a breach, then such losses will be apportioned between Accenture and Client on a comparative fault basis. The foregoing indemnity shall be subject to the Personal Data Cap under Section 9.

Exhibit 1 to Data Processing and Security Addendum Data Safeguards

These data safeguards (“Data Safeguards”) set forth the security framework that Client and Accenture will follow with respect to protecting Client Data in connection with the Agreement/SOW. In the event of a conflict between these Data Safeguards and any terms and conditions set forth in the Agreement, the terms and conditions of these Data Safeguards shall prevail.

I. Security Standards.

1. General Obligations. Each party will:

- maintain and comply with globally applicable standards, policies and procedures intended to protect data within their own respective environments (e.g., systems, networks, facilities) and such standards will govern and control in their respective environments;
- comply with the other party’s standards when accessing or operating within the other party’s environments; and
- provide timely notice of any changes to such standards that may materially degrade the security of the Services.

2. Client Standards. Client’s applicable security standards are as set out in [reference Schedule XX or Insert Link].

3. Accenture Standards. Accenture’s applicable security standards are as set out online, accessible here: <https://www.accenture.com/client-data-safeguards>.