



Sponsored Service Agreement

This Service Agreement ("Agreement") is between THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS, a body corporate and politic of the State of Illinois, through the University of Illinois Urbana-Champaign, Sponsored Programs Administration, 1901 South First Street, Suite A, Champaign IL 61820-7406 ("UNIVERSITY"), and VILLAGE OF OAK PARK, organized and existing under the laws of the State of Illinois with its principal offices at 123 Madison Street, Oak Park, IL ("COMPANY"). The parties may be referred to individually as "party" and collectively as the "parties."

Article 1: Purpose

UNIVERSITY has determined the sponsored service will further the education, research, public service and economic development missions of UNIVERSITY.

COMPANY has identified a need for a unique service activity and desires to engage the expertise of UNIVERSITY to perform such activity and provide a specified deliverable to COMPANY.

Article 2: Scope of Services

2.1 Services to Be Performed. UNIVERSITY will use reasonable efforts to perform the project titled Village of Oak Park Building Assessments and Energy Efficiency Education for Tenants & Landlords and more fully described in the Scope of Work attached to this Agreement as Exhibit A ("Services").

2.2 Technical Contacts. Each party appoints the following individual to serve as its technical contact during the performance of the Services. Each party will notify the other of any change in the technical contact in accordance with the notice requirements of this Agreement.

UNIVERSITY: Cassandra Carroll

COMPANY: Lindsey Nieratka, Chief Sustainability Officer

2.3 Items to Be Provided. COMPANY will furnish the following items to UNIVERSITY in connection with the Services ("Items"):

☒ None (if None, the remainder of this Section 2.3 shall not apply)

2.3.1 UNIVERSITY shall use the Items only for the Services.

2.3.2 Nothing in this Agreement grants UNIVERSITY any rights to use Items or any products or processes derived from Items for profit-making or commercial purposes. COMPANY has no obligation to grant UNIVERSITY a license to use Items, except for the purpose of performing the Services under this Agreement. UNIVERSITY will not transfer the Items to any third party for any reason and will direct any third party requests for Items to COMPANY.

2.3.3 UNIVERSITY will exercise reasonable care in the handling and storage of Items but will not be liable to COMPANY for any loss of or damage to Items.

2.3.4 At COMPANY's direction, UNIVERSITY either will (a) destroy all unused Items and upon request provide COMPANY certification of destruction; or (b) return to COMPANY, at COMPANY's expense and to a location within the U.S., all unused Items.

2.4 Protocol. The Services require UNIVERSITY's compliance with an approved protocol? ☒ **No** ☐ **Yes**

If Yes, such protocol is attached in Exhibit B ("Protocol"). If applicable, UNIVERSITY shall be responsible for the appropriate reviews related to the use of animals or human subjects through the respective UNIVERSITY Institutional Animal Care and Use Committee ("IACUC") or Institutional Review Board ("IRB"). UNIVERSITY agrees to comply with the provisions of the Protocol and all applicable laws and regulations relating to the conduct of the Services as they relate to the Protocol.

Article 3: Term and Termination

3.1 Term. The term of this Agreement shall be 15 May 2025 through 14 May 2026.

3.2 Termination for Cause. In the case of material breach by either party, the non-defaulting party may terminate this Agreement at any time upon written notice if the breaching party fails to cure the breach within 30 days after receipt of written notice.

3.3 Termination for Convenience. Either party may terminate this Agreement for any reason upon 60 days' prior written notice to the other party.

3.4 Effect of Early Termination. In the event of early termination, COMPANY shall pay UNIVERSITY for Services performed through the date of termination including all non-cancelable obligations, even though obligations may extend beyond the termination date.

Article 4: Compensation

4.1 Compensation and Payment. This is a cost-reimbursement agreement. No more frequently than monthly, UNIVERSITY will submit invoices to COMPANY evidencing the actual Research Costs described in Exhibit A and incurred by UNIVERSITY in performing the Research. COMPANY will pay the full amount due within 30 days from its receipt of an invoice.

4.2 Billing. UNIVERSITY will send all invoices to COMPANY at the following address:

sustainability@oak-park.us

COMPANY's invoice contact:

Name: Lindsey Nieratka

Phone Number: 708-358-5785

Email Address: lnieratka@oak-park.us

Billing Address: 123 Madison Street, Oak Park, IL 60302

4.3 Remittance Instructions. COMPANY will pay UNIVERSITY through one of the payment options:

(a) By check made payable to the "University of Illinois" and mailed to:

University of Illinois
Sponsored Programs Administration, Post-Award
28392 Network Place

Chicago, IL 60673-1283
U.S.A.

(b) By Automated Clearinghouse (“ACH”) sent to UNIVERSITY’s bank account:

Financial Institution	JP Morgan Chase Bank, N.A.
Address	10 South Dearborn Chicago, IL 60603-2300, USA
Nine-Digit Routing Transit Number	071000013
Depositor Account Title	The Board of Trustees of the University of Illinois, EDI Receipts and Federal Depository
Depositor Account Number	616002911
Type of Account	Checking

(c) Domestic/International Wire. By Wire transfer sent to UNIVERSITY’s bank account:

Financial Institution	JP Morgan Chase Bank, N.A.
Address	4 New York Plaza, FI 15 New York, NY 10004
Nine-Digit Routing Transit Number	021000021
Depositor Account Title	The Board of Trustees of the University of Illinois, EDI Receipts and Federal Depository
Depositor Checking Account Number	616002911
Swift Code:	CHASUS33XXX
Type of Account:	Checking

Article 5: Confidentiality

5.1 Confidentiality Obligation. Each party will advise its employees to use reasonable efforts to hold in confidence all proprietary information received from the other party in connection with the Services (“Confidential Information”); provided, however, that each party may share Confidential Information with third parties to the extent necessary to perform the Services under terms consistent with this Agreement. For written disclosures, the party disclosing Confidential Information will mark the information “Confidential” at the time of disclosure. For oral or visual disclosures, the party disclosing Confidential Information will designate the information “Confidential” at the time of disclosure and confirm such designation in writing to the other party no later than 30 days after disclosure. Each party’s obligation of confidentiality shall extend for three years from disclosure and shall not apply to information that: (a) was in recipient’s possession on a non-confidential basis prior to receipt from disclosing party; (b) is in the public domain or is general or public knowledge prior to disclosure, or after disclosure, enters the public domain or becomes general or public knowledge through no fault of recipient; (c) is properly obtained by recipient from a third party not under a confidentiality obligation to disclosing party; (d) is explicitly approved for release by written authorization of disclosing party; (e) is or has been developed by recipient independent of recipient’s access to disclosing party’s Confidential Information; or (f) is required by law or court order to be disclosed.

5.2 Response to Information Request. If UNIVERSITY receives a request under the Illinois Freedom of Information Act or a request by legal process to disclose Confidential Information, UNIVERSITY will use reasonable efforts to provide prompt notice to COMPANY and will reasonably cooperate with COMPANY

to protect any COMPANY Confidential Information; provided, however, that UNIVERSITY's good faith compliance with any such request shall not constitute a breach of this Agreement.

Article 6: Rights in Deliverable(s)

"Deliverables" are those tangible items, as distinguished from intangible (intellectual) property, that are to be delivered by UNIVERSITY to COMPANY as part of the Services in accordance with Exhibit A. Title to existing intellectual property used by UNIVERSITY in performing the Services shall remain vested in the original owner. Title to all intellectual property conceived or made by UNIVERSITY employees and agents in performance of the Services shall vest in UNIVERSITY. Deliverables will be the property of COMPANY; however, all methodologies, existing data, technologies and know-how described in the Deliverables, or used by UNIVERSITY to create the Deliverables, shall be the exclusive property of UNIVERSITY. UNIVERSITY retains the right to use the Deliverables for all non-profit education, research, and public service purposes.

Article 7: Publication

7.1 Publication. Any public disclosure of the Service results by UNIVERSITY will be in collaboration with COMPANY, as scientifically appropriate and in accordance with this Article 7.

7.2 Review Period. At least 30 days prior to any publication, UNIVERSITY shall submit the manuscript or presentation material to COMPANY for review. If COMPANY determines that the manuscript or presentation material improperly discloses COMPANY's Confidential Information, or contains potentially patentable subject matter, COMPANY will notify UNIVERSITY of its determination in writing no later than thirty (30) days from its receipt of the manuscript or presentation material ("Review Period").

7.3 Notification by COMPANY. After notification by COMPANY and prior to publication, UNIVERSITY will delete COMPANY's Confidential Information from the manuscript or presentation material. In the case of potentially patentable subject matter, UNIVERSITY may delay enabling disclosure of the subject matter for no more than ninety (90) days from the date of submission of the manuscript or presentation material to COMPANY to provide adequate time to file for statutory protection. Alternatively, UNIVERSITY may either delete the potentially patentable subject matter or modify the manuscript or presentation material to avoid enabling disclosure and proceed with publication without delay.

7.4 COMPANY Silence. If UNIVERSITY does not receive written notice from COMPANY within the Review Period, UNIVERSITY may proceed with publication as proposed.

Article 8: Insurance

During all times relevant to this Agreement, each party will maintain insurance in accordance with the requirements of local law and will maintain general liability insurance with limits sufficient to cover the activities of its employees and agencies performing the Agreement. The insurance may be maintained in the form of a self-insurance plan or commercial insurance policies.

Article 9: Disclaimer of Warranties/Liabilities

UNIVERSITY PROVIDES ALL SERVICES AND DELIVERABLES AS-IS, WITHOUT WARRANTIES OF ANY KIND. UNIVERSITY EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING WARRANTIES OF FITNESS

FOR A PARTICULAR USE, MERCHANTABILITY, AND NON-INFRINGEMENT OF THIRD-PARTY PROPERTY RIGHTS. UNIVERSITY IS NOT LIABLE TO COMPANY FOR COMPANY'S USE OF THE SERVICES OR DELIVERABLES. UNIVERSITY WILL NOT INDEMNIFY COMPANY AGAINST, AND IS NOT LIABLE FOR, ANY THIRD-PARTY CLAIMS ARISING FROM OR RELATED TO THE SERVICES OR DELIVERABLES, OR COMPANY'S USE OF THE SERVICES OR DELIVERABLES.

Article 10: General Provisions

10.1 Force Majeure. Each party will be excused from performance of the Agreement only to the extent that performance is prevented by conditions beyond the reasonable control of the affected party. The party claiming excuse for delayed performance will promptly notify the other party and will resume its performance as soon as performance is possible.

10.2 Relationship of the Parties. The parties are independent contractors with respect to each other. This Agreement does not create an agency, employment, partnership, or joint venture relationship between the parties.

10.3 Use of Name. The parties agree that each party may use factual information regarding the existence and purpose of the relationship that is the subject of this Agreement for legitimate business purposes, to satisfy any reporting and funding obligations, or as required by applicable law or regulation without written permission from the other party. In any such statement, the relationship of the parties shall be accurately and appropriately described. A party shall not use the name of the other party in any form of advertising or publicity without the express written permission of the other party. COMPANY shall seek permission from UNIVERSITY by submitting the proposed use, well in advance of any deadline, to the Associate Chancellor, Office of Strategic Communications and Marketing, University of Illinois; Email stratcom@illinois.edu.

10.4 Severability. If any provision of this Agreement is held unenforceable, the provision shall be severed and the remainder of this Agreement will continue in full force and effect.

10.5 Merger. This Agreement with all attachments constitutes the entire understanding of the parties concerning the subject matter of this Agreement and supersedes all previous or contemporaneous communications, either verbal or written, between the parties and relating to the same. Purchase orders issued after this Agreement do not amend or supplement the terms of this Agreement but are issued as a payment mechanism only.

10.6 Assignment. Neither party may assign this Agreement, in whole or in part, without the prior written approval of the other party.

10.7 Amendments. No modification of this Agreement shall be effective unless made by a written amendment signed by each party's authorized signatory.

10.8 Governing Law and Jurisdiction. This Agreement is governed by and construed in accordance with the laws of the State of Illinois, U.S.A., without reference to its conflict of laws provisions. Any claim against UNIVERSITY shall be made in the Illinois Court of Claims. Any dispute arising out of or related to this Agreement shall be litigated in state court located within the State of Illinois. COMPANY: (i) consents and submits to the jurisdiction of any state court located within Illinois; (ii) consents to delivery and

service of process by means of the notice provisions established in this Agreement; and (iii) shall not bring any action or claim against UNIVERSITY in any other jurisdiction.

10.9 Export Control. Each Party acknowledges that performance of all obligations under this Agreement is contingent on compliance with applicable United States laws and regulations controlling the export of technical data, computer software, laboratory prototypes and other commodities. The transfer of certain technical data and commodities may require a license from the cognizant agency of the United States government and/or written assurances by COMPANY that COMPANY will not re-export data or commodities to certain foreign countries or nationals thereof without prior approval of the cognizant government agency.

Prior to providing UNIVERSITY with any items subject to export control laws, COMPANY will notify UNIVERSITY and identify the items at issue and the applicable export control laws. UNIVERSITY may decline to accept any export-controlled items. COMPANY will direct all notices given under this section to UNIVERSITY's Export Compliance Officer, Sponsored Programs Administration; 1901 South First Street, Champaign, IL 61820; email: exportcontrols@illinois.edu

10.10 Resolution of Disputes. The parties will enter into good faith negotiations to resolve any disputes arising from this Agreement. Resolution will be confirmed by written amendment to this Agreement. If the parties cannot resolve any dispute amicably through negotiation, either party may terminate this Agreement in accordance with Article 3 and pursue any other legal remedies available.

10.11 Waiver. The failure of either party at any time to enforce any provisions of this Agreement shall not constitute a waiver of that party's right to later enforce the provision or all terms of the Agreement.

10.12 Counterparts. The parties may sign this Agreement in counterparts, which together constitute the Agreement. Facsimile, copied, and electronic signatures, such as in a scanned PDF, constitute original signatures.

10.13 Notices. To be enforceable, all notices must be in writing and sent by either certified mail, return receipt requested, or by commercial overnight courier service to the party's representative named below. Notices shall be effective upon actual receipt. Each party may change its representative at any time by written notice to the other party.

UNIVERSITY Representative
Sponsored Programs Administration
Director, Pre-Award
Address: 1901 S. First Street, Suite A
Champaign, IL 61820
Phone: 217-333-2187
FAX: 217-239-6830
E-mail: spa@illinois.edu

COMPANY Representative
Name: Lindsey Roland Nieratka
Title: Chief Sustainability Officer
Address: 123 Madison
Oak Park, IL 60302
Phone: 708-358-5785
FAX:
E-mail: lnieratka@oak-park.us

11. Representation of Signatories. Each party represents that the individuals signing this Agreement on its behalf are authorized signatories with power to bind the party to a contract.

**THE BOARD OF TRUSTEES OF THE
UNIVERSITY OF ILLINOIS**

COMPANY

By: _____
Paul N. Ellinger, Comptroller

By: _____

Date: _____

Printed: _____

Title: _____

Signature of Comptroller Delegate

Date: _____

Printed Name and Title of Comptroller Delegate

Acknowledged and Agreed:

Technical Contact

Approved for legal form, Office of University Counsel, DS 12/2021

Exhibit A

Statement of Work and Deliverable(s)

Note: Deliverable(s) must be identified

Exhibit B Protocol

☐ Not Applicable