

**AGREEMENT**

THIS AGREEMENT is made between the Board of Trustees of Northern Illinois University, hereinafter called the "UNIVERSITY," with principal offices at DeKalb, Illinois 60115, and the Village of Homer Glen, hereinafter called the "SPONSOR," with principal offices at 14933 S. Founders Crossing, Homer Glen, IL 60491.

**WITNESSETH:**

WHEREAS, the SPONSOR and the UNIVERSITY desire to enter into an agreement pertaining to a Project investigation in accordance with the Statement of Work in Appendix A; and

WHEREAS, the investigation is to be funded by the SPONSOR and carried out by the UNIVERSITY under the terms and conditions specified herein; and

WHEREAS, the performance of such investigation is of mutual interest to the SPONSOR and the UNIVERSITY, and is consistent with the instructional, scholarship and research objectives of the UNIVERSITY as a non-profit, tax-exempt educational institution.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the parties hereby agree as follows:

**1. STATEMENT OF WORK**

The UNIVERSITY agrees to use reasonable efforts to perform the project as described in the Statement of Work, which is incorporated herein and attached as Appendix A. These efforts are hereinafter called the "Project." The UNIVERSITY shall perform this effort consistent with reasonable standards of professionalism applied in related fields. The Project is titled, "Village of Homer Glen Administrative Intern – Village Manager’s Office."

**2. STUDENT INTERN**

The Student Intern assigned by the University for performance of the Project is Alex Yurk. If for any reason the Student Intern withdraws from serving as student intern, the UNIVERSITY and the SPONSOR shall endeavor to agree upon a successor. If the parties are unable to agree upon a successor; SPONSOR shall have the right to terminate this Agreement in the manner provided in the paragraph 9 entitled Termination.

**3. PERIOD OF PERFORMANCE**

The work shall be performed during the period from ~~September 3, 2013~~ through ~~May 1, 2015~~. This date may be extended under the same terms or such other terms as may be mutually agreed upon

*Handwritten:* August 16, 2013      May 15, 2015  
*Initials:* CJD      CJD

**4. COST OF RESEARCH**

*RLH* *CFD*  
for a twenty-one month total of \$36,288

The SPONSOR agrees to pay the UNIVERSITY the fixed sum of \$18.00 per hour for the performance of this Project. Payments are to be made in accordance with the following schedule:

- 1. Approximately \$1,728.00 per month.

Checks are to be made payable to Northern Illinois University and sent to:

Linda Blair, Director  
Grants Fiscal Administration  
Northern Illinois University  
DeKalb, Illinois 60115  
RE: OSP# 13-511 *CFD*

The UNIVERSITY is not obligated to expend any other funds on the Project, and the SPONSOR is not obligated to pay the UNIVERSITY in excess of the above stated amount.

**5. RIGHTS IN WORK PRODUCT**

All original work product generated by the UNIVERSITY under this Agreement shall be owned by the SPONSOR. Notwithstanding the foregoing, the UNIVERSITY retains the right to publish, as detailed in Article 10.

**6. INVENTIONS AND PATENTS**

If the Project results in any new, patentable development, the parties shall negotiate disposition of such developments in good faith.

**7. CONFIDENTIAL INFORMATION**

- A. Each party to this Agreement agrees to treat Proprietary Information received from the other with the same degree of care with which it treats its own Proprietary Information and further agrees not to disclose such Proprietary Information to a third party without prior written consent from the party disclosing Proprietary Information.
- B. The foregoing obligations of non-disclosure do not apply to Proprietary Information which:
  - (a) was known to the recipient prior to the disclosure hereunder;
  - (b) is in the public domain at the time of disclosure hereunder or subsequently entered the public domain without the fault of the recipient;
  - (c) has been independently developed by an employee of recipient that has not had access directly or indirectly to Proprietary Information, and recipient can

substantiate any claim of independent development by written evidence; or  
(d) is required to be disclosed by law.

C. Unless otherwise agreed to in writing, neither party hereto shall have any obligation of confidentiality under this Agreement after the earliest of either the fifth anniversary of the conclusion of Period of Performance or termination in accordance with Article 8.

## **8. TERMINATION**

This Project may be terminated by either party upon thirty (30) days' written notice. In the event of termination by the SPONSOR, the UNIVERSITY will be reimbursed for all costs incurred and all noncancellable commitments at the time of termination. In the event of termination by the UNIVERSITY, any unexpended or unobligated balance of funds advanced by the SPONSOR shall be refunded to the SPONSOR. The provisions of Articles 5, 6, 7, and 10 shall survive any termination of the Agreement.

## **9. USE OF THE NAME OF THE PARTIES**

Neither the SPONSOR nor the UNIVERSITY shall make use of the existence of the Agreement, nor use the other's name or the name of any member of its staff, for publicity or advertising purposes except with the consent of and to the extent approved by the other party. For the UNIVERSITY, such approval will be obtained from the Director, Office of Sponsored Projects.

## **10. PUBLICATION**

The UNIVERSITY shall have the right to publish or otherwise disclose the results of this Project, provided that the Student Intern first provides the SPONSOR with a copy of the proposed publication at least thirty (30) days in advance of submission for publication. The SPONSOR shall have thirty (30) days after the receipt of the publication or presentation to review it. The Student Intern shall modify said publication in order to comply with reasonable requests by the SPONSOR. Upon notice by the SPONSOR that the SPONSOR reasonably believes a patent application relating to an Invention should be filed prior to the publication or presentation, the SPONSOR can request the UNIVERSITY to delay and the UNIVERSITY agrees to delay submission of the publication or presentation for up to sixty (60) days from the date the SPONSOR so notifies the UNIVERSITY or until a patent application or applications are filed, whichever comes first.

UNIVERSITY internship criteria require the Student Intern to complete a capstone presentation and paper related to the Project. The SPONSOR's prior review of publications clause does not apply to the Student Intern's oral presentation of a capstone project, even if the subject of the capstone is related to an issue or problem identified by the SPONSOR. The publication of the final written capstone paper is subject to the prior review clause

## **11. WARRANTIES AND INDEMNIFICATION**

THE UNIVERSITY MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING ITS PERFORMANCE UNDER THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO THE MARKETABILITY, USE OR FITNESS FOR ANY PARTICULAR PURPOSE OF THE PROJECT RESULTS DEVELOPED UNDER THIS AGREEMENT, OR THAT SUCH RESULTS DO NOT INFRINGE UPON ANY THIRD PARTY'S PROPERTY RIGHTS. The SPONSOR agrees to indemnify and hold harmless the UNIVERSITY and its employees and agents against any and all costs, damages and expenses, including attorney's fees, arising from any claims, damages and liabilities asserted by third parties arising from the SPONSOR'S use of said results.

## **12. ASSIGNMENT**

Neither party shall assign its rights under this agreement without the prior written consent of the other party. Notwithstanding the foregoing, University hereby consents to the assignment of this agreement by Sponsor to any present or future wholly-owned affiliate of Sponsor or to any successor in interest of the entire business of Sponsor as a result of a merger, consolidation or purchase as long as the assignee expressly accepts in writing all the obligations and responsibilities of Sponsor under this agreement.

## **13. GOVERNING LAW**

This agreement shall be interpreted and construed in accordance with the laws of the State of Illinois. This agreement is subject to all applicable rules and regulations of the Board of Trustees of Northern Illinois University and the laws of the United States and the State of Illinois.

## **14. ENTIRE AGREEMENT**

This agreement contains all the terms and conditions agreed upon by the parties hereto, and no agreement, oral or otherwise, regarding the subject matter of this agreement shall be deemed to exist or be binding upon any of the parties hereto, unless in writing executed by the parties hereto.