

Resolution # __ 22-1

WHEREAS, County policies and procedures require both the assigned oversight committee and the County Board to approve all requests to procure goods and/or services costing \$30,000 or more; and,

WHEREAS, the Springfield-Sangamon County Regional Planning Commission wishes to procure goods and/or services from the University of Illinois at Urbana-Champaign to upgrade and combine the functionalities of the Regional Economic Input-Output Model (REIM) and the Land-use Evolution and Impact Assessment Model (LEAM); and,

WHEREAS, this contract will result in the combination of the REIM and LEAM models thereby creating a mapping tool to be used for detailed land use and economic analyses; and,

WHEREAS, the University of Illinois Department of Urban and Regional Planning created the LEAM and REIM models and are the sole entity which can provide such professional services; and,

WHEREAS, the Springfield-Sangamon County Regional Planning Commission will provide \$42,500 to the Board of Trustees for this service; and,

WHEREAS, funding for this contract is available using Illinois Department of Transportation, Statewide Research and Planning Funds and Rural Planning Funds and is included in the Springfield-Sangamon County Regional Planning Commission's approved FY 2019 budget ; and,

WHEREAS, as documented by the approval of this resolution, the Finance Committee has approved the Springfield-Sangamon County Regional Planning Commission's request to procure the services specified herein and the committee recommends that the County Board approve procurement of the same; and,

NOW, THEREFORE, BE RESOLVED that the Sangamon County Board, in session this 5th day of February, 2019, approved the procurement of the services detailed above. The Department Head is authorized to sign the required documents to execute the provision of this procurement.

Attachment: Purchase Order Form

FILED

FEB 01 2019

Don H. King
Sangamon County Clerk

Approved by the Finance Committee

February 5, 2019

_____, Chairman

_____, Member

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Sangamon County Purchase Order Template
(Pre-ERP Implementation)

-- Purchase Orders are required for all Informal Quotes (>\$3,500) and Formal Solicitations (>\$30,000)

Department Information

Department Regional Planning
Employee Contact Molly Berns, Executive Director *MB*

Purchase Request Information

Vendor University of Illinois

Purchase Description Upgrade and combine the functionalities of the Regional Economic Input-Output Model (REIM) with the Land-use Evolution and Impact Assessment Model (LEAM) resulting in a mapping tool to be used for land use and economic analysis.

Quantity

Price Per Unit

Total Price \$ 42,500.00 (100% funded by IDOT - using SPR and Rural Planning Funds)

G/L 037.026.541.001

Tracking

PO Number 2012019
(Manually assigned by Department)

Date: 2/1/2019

Legal Review (if applicable; see below) 2/1/2019

Sent to Auditor's Office for Review 2/1/2019

Note: PO request documents need to be to the Auditor's Office 5 business days prior to the oversight committee meeting.

Auditor's Office Review Completed *T. Via 2/1/19*

Approved by Oversight Committee

Approved by County Board (if applicable)

*County Board Resolution Required

Note: Please attach all required documents such as quotes, bids, rfp's, evaluations, etc.

Legal Review is required for:

- All services being performed for or on behalf of the County
- All goods in excess of \$10,000 per year
- Any goods or services being procured through an RFP/Bid Process
- Intergovernmental/Interagency Agreements
- If a vendor or other agency requires a contract or written agreement.

LEAMsc

An Application of Coupling Land Use Evolution
and Impact Assessment Model (LEAM) and
Regional Economic Input-Output Models (REIM)
to the Sangamon County Region in Illinois

09, May 2018



Proposed Scope of Work
Coupling Land Use Evolution and Impact Assessment Model (LEAM) and
Regional Economic Input-Output Models (REIM) to the Sangamon County
Region in Illinois
 09 May 2018

Background. The Springfield-Sangamon County Regional Planning Commission (SSCRPC) is interested in the functionalities associated with the LEAM (the Land-use Evolution and Impact Assessment Model) Planning Support System and REIM (Regional Economic Input-Output Model): including simulations of future land-use change over time, forecast of future economic employment numbers and outputs by sectors, and assessing economic and land use impacts of policy and investment scenarios, as a critical tool to update the Sangamon County Comprehensive Plan. These plans, in turn, could then focus on specific policy and investment choices that could have positive impacts on the economic, community and natural resource bases of the Sangamon County Region.

Work to date in Sangamon County has been focused on individual model development (LEAM and REIM). There is a need to tightly couple the models for improved functionality and to provide a wider array of PSS capabilities. In response the University of Illinois LEAM Lab proposes the following: a) Develop a LEAM REIM tightly coupled model, b) Create a finer classification methodology for economic sectors and their spatial distribution, c) Study and assess potential impacts on investment and policy choices, d) visualization and portal improvements for outcome analysis and easy access to the coupled modeling system.

The coupled LEAM-REIM cloud-based PSS will give the County the ability to run LEAM land use scenarios and economic impact assessment from County desktop or laptop computers. A budgetary table of costs follows a description of the work by task.

Objectives. This proposal will extend the process of working with the SSCRPC to couple the LEAM-REIM PSS to the region and assess implications and visualize outcomes.

Task Descriptions:

Task descriptions for applying the LEAM model and coupled LEAM-REIM PSS are divided into: 1) data collection, 2) model coupling, 3) economic classification methodology, 4) investment impacts and policy choices, 5) visualization and portal improvements, and 6) project management. Work is completed concurrently for more expedient completion times.

Task 1. Additional Data Collection.

To be completed in collaboration with SSCRPC:

- 1) spatial data set collection update variables
 - a. property data
- 2) detailed land use inventory that specifies land use to North American Industry Classification System (NAICS) 2-digit sectors.
- 3) socio-economic data update
- 4) data integration
 - a. gathering and preparation of data for modeling.

Task 2. LEAMsc. Coupling LEAM and REIM for Sangamon County

Tightly couple the LEAM, REIM models within the LEAM PSS portal for simple economic projections and scenario runs for analysis. Previous, the county has established a basic LEAM simulation model for Sangamon County with additional analysis focused on a limited set of impact models. Initial model population and employment projections are based on REIM projections for the region. The coupling will result in an ability by SSCRPC planners to do economic scenarios and test land use – and other implications.

Task 3. Create a finer classification methodology for economic sectors and their spatial distribution.

This work focuses on disaggregating land use growth into economic sectors and reflect economic forecast to enable more detailed analysis. This work includes using spatial econometrics to calibrate county land use patterns based on different economic sector classification. It will allow a better spatial allocation of commercial land uses for each scenario run.

Task4. Study and assess potential impacts on investment and policy choices

This task will provide system improvements to allow users to enter any investment or policy scenarios by dollar amount for each sector and view updated simulations of land use growth and impacts on the whole economic systems. This task will also more tightly couple existing LEAM impact models into the LEAM PSS for quick analysis of the impacts of each scenario run.

Task 4A. Additional Economic Impact Analysis

The LEAM lab will conduct additional detailed analysis (beyond basic impacts) of the impacts of land use change, investment and policy decisions in the region for each of the scenarios. Impact analysis could include an assessment of other infrastructure impacts, an environmental stress analysis (identify prime farmland and natural resources at risk from future development), economic system impacts, or other impacts of interest to local stakeholders.

Task 5. Cloud Based LEAM Planning Support System

The coupled LEAM-REIM cloud-based planning support tool will be applied. This will enable SSCRPC planners to run economic impact analysis on county economic and land use scenarios from County desktop or laptop computers. This will also enable the SSCRPC staff to make key information for planning available for local officials, stakeholder groups, and the public. This system will allow various combinations of base data (administrative boundaries, roads & infrastructure, demographic data, employment numbers), resource (natural, agricultural, cultural) inventory layers, system-of-plans components (various municipal, county, regional and other plans), and policy scenarios (investment and policy options). The system will allow users to select from a menu which layers of information they want to view, allow them to zoom in to any particular area of the region, and permit users to print a high quality map. This will also include an on-line training module that will have step-by-step instructions on how to use the web-based planning support system to do a variety of planning analyses. The system will also allow users to enter any investment or policy scenarios by dollar amount for each sector and view updated simulations of land use growth and impacts on the whole economic systems.

Task 6. Project Management

The LEAMlab will provide for bi-weekly phone calls and constant electronic contact. At the end of the project period, LEAM will provide a coupled LEAM-REIM PSS and training for its use.

Budget.

| Task | Description | Amount |
|--------------|--|------------------|
| 1 | Data Collection | \$ 2,500 |
| 2 | Model Coupling | \$ 20,000 |
| 3 | Economic Classification | \$ 2,500 |
| 4 | Investment, Policy and Environmental Impacts | \$ 5,000 |
| 4A | Additional Impacts | \$ 7,500 |
| 5 | Visualization and Portal Improvements | \$ 4,000 |
| 6 | Project Management | \$ 1,000 |
| Total | | \$ 42,500 |

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hpan8@illinois.edu

I ILLINOIS

TECHNICAL TESTING SERVICES AGREEMENT (\$10,000 OR MORE)

This Technical Testing Services Agreement is between The Board of Trustees of the University of Illinois, a body corporate and politic organized and existing under the laws of the State of Illinois and doing business on its Urbana-Champaign campus through Sponsored Programs Administration ("UNIVERSITY"), and *Springfield-Sangamon County Regional Planning Commission*, with its principal office at *200 South 9th Street, RM 212, Springfield, Illinois 62701-1629* ("COMPANY").

INTRODUCTION

COMPANY has identified a need to conduct certain tests that: (a) require use of unique or special UNIVERSITY facilities that either do not exist elsewhere or are not readily accessible; and (b) involve established, pre-existing methods of a primarily technical nature; and (c) do not require original, creative research ("Technical Tests"); and

COMPANY has determined that it cannot obtain equivalent Technical Tests from a commercial COMPANY; and

UNIVERSITY, through its *Department of Landscape Architecture*, has determined that UNIVERSITY's performance of the Technical Tests is justified under *The General Rules Concerning University Organization and Procedure*.

TERMS OF AGREEMENT

1. PERFORMANCE OF TECHNICAL TESTING SERVICES

1.1. **TECHNICAL TESTING SERVICES.** UNIVERSITY, through its faculty and staff, will perform the specific Technical Tests prescribed in the statement of work titled *An Application of the Land Use Evolution and Impact Assessment Model (LEAM) to the Sangamon County Region in Illinois* and attached as Exhibit A, which identifies the specific testing methods and unique UNIVERSITY equipment/facilities to be used and the objectives to be achieved ("Services"). UNIVERSITY will perform the Services in accordance with standards appropriate to an institution of higher education.

1.2. **TEST RESULTS.** UNIVERSITY will deliver to COMPANY all observational data, measurements and other results required under the statement of work ("Test Results"). Test Results will be the property of COMPANY. UNIVERSITY will retain copies of Test Results for a minimum of two years after completion of Services.

1.3. **INTERPRETATION AND ANALYSIS.** UNIVERSITY shall not provide consulting services or interpretation or analysis of Test Results under this agreement.

1.4 **TECHNICAL CONTACTS.** Each party appoints the following individual to serve as its technical contact during performance of Services. Each party will notify the other of any change in the technical contact in accordance with the notice requirements of this agreement.

For UNIVERSITY: *Brian Deal*

For COMPANY: *Joseph Zeibert*

1.5 **TEST MATERIALS.** COMPANY will furnish the following materials to UNIVERSITY in connection with the Services ("Test Materials"): If not applicable, the remainder of this Article 1.5 shall not apply.

1.5.1 UNIVERSITY shall use the Test Materials only for the Services.

1.5.2 Nothing in this agreement grants UNIVERSITY any rights to use Test Materials or any products or processes derived from Test Materials for profit-making or commercial purposes. COMPANY has no obligation to grant UNIVERSITY a license to use Test Materials. UNIVERSITY will not transfer the Test Materials to any third party for any reason and will direct any third party requests for Test Materials to COMPANY.

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

1.5.4 At COMPANY's direction, UNIVERSITY either will (a) destroy all unused Test Materials 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 Test Materials.

1.6. INDEPENDENT CONTRACTOR STATUS. UNIVERSITY will at all times control the manner in which the Services are performed, including the scheduling of the Technical Tests. UNIVERSITY will furnish the tools, equipment and materials (other than the Test Materials) necessary for its performance of the Services.

2. PROPRIETARY/CONFIDENTIAL INFORMATION

2.1. "Confidential Information" means trade secrets and commercial or financial information furnished by COMPANY to UNIVERSITY under a claim that the trade secrets and information are proprietary, privileged or confidential and that unauthorized disclosure to a third party would cause COMPANY competitive harm.

2.2. The Services require disclosure of COMPANY's Confidential Information to UNIVERSITY personnel: Yes No.

2.3. UNIVERSITY will advise its employees to use reasonable efforts to hold in confidence all Confidential Information received from COMPANY in connection with the Services. UNIVERSITY may share Confidential Information with third parties to the extent necessary to perform the Services under terms consistent with this agreement. For written disclosures, COMPANY will mark the information "Confidential" at the time of disclosure. For oral or visual disclosures, COMPANY will designate the information "Confidential" at the time of disclosure and confirm such designation in writing to the UNIVERSITY no later than 30 days after disclosure.

2.4. UNIVERSITY'S obligation of confidentiality shall extend for three years from disclosure and shall not apply to information: (a) in UNIVERSITY'S possession on a non-confidential basis prior to receipt from COMPANY; (b) 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 UNIVERSITY; (c) lawfully obtained by UNIVERSITY from a third party without any known or apparent confidentiality obligation to COMPANY; (d) explicitly approved for release by written authorization of COMPANY; (e) developed by UNIVERSITY independent of UNIVERSITY'S access to COMPANY's Confidential Information; or (f) required by law or by a court or administrative order to be disclosed.

3. INVENTIONS

"Inventions" means those potentially patentable discoveries, including pending patent applications and issued patents, first conceived and actually reduced to practice in performance of the Services. The parties do not anticipate that Inventions will result from UNIVERSITY's performance of the Services. However, if UNIVERSITY conceives any Inventions during its performance of this agreement, then:

3.1. COMPANY INVENTIONS. Title to Inventions conceived through UNIVERSITY's access to Confidential Information provided in connection with this agreement and that are intrinsic to or derived directly from COMPANY Confidential Information shall vest in COMPANY.

3.2. OTHER INVENTIONS. Title to Inventions other than those described in 3.1 shall vest as follows: Inventions of UNIVERSITY employees shall vest in UNIVERSITY; Inventions of COMPANY's employees shall vest in COMPANY; and the parties shall jointly own all Inventions of employees of both UNIVERSITY and COMPANY.

3.3. DISCLOSURE. UNIVERSITY shall promptly notify COMPANY of any Invention disclosure received by its Office of Technology Management and in which COMPANY would have an ownership interest.

3.4. LICENSE OPTION. For any Invention in which UNIVERSITY has an ownership interest, UNIVERSITY grants to COMPANY a first option to negotiate a license on reasonable commercial terms. The option period will be six months, beginning on the date the UNIVERSITY discloses the Invention to COMPANY.

4. PUBLICATION

Any public disclosure of the Test Results by UNIVERSITY will be done in collaboration with COMPANY, as scientifically appropriate and in accordance with this Article 4.

UNIVERSITY may not publish the Test Results. (If checked, the remainder of this Article 4 shall not apply.)

4.1. 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 Confidential Information, or contains potentially patentable subject matter, COMPANY will notify UNIVERSITY of its determination in writing no later than 30 days from its receipt of the manuscript or presentation material.

4.2. NOTIFICATION BY COMPANY. After notification by COMPANY and prior to publication, UNIVERSITY will delete 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 90 days from the date of submission of the manuscript or presentation material to COMPANY in order 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.

4.3. COMPANY'S SILENCE. If UNIVERSITY does not receive written notice from COMPANY within the prescribed review period, UNIVERSITY may proceed with publication as proposed.

5. COMPENSATION

5.1. FACILITIES AND ADMINISTRATIVE COSTS (F&A). The UNIVERSITY shall be entitled to recover overhead costs using its federally negotiated F&A rates for Other Sponsored Activity (OSA). The escalating OSA rates are currently 25.4%, 28.6%, and 31.9% for FY2017, FY2018, and FY2019, respectively. Rate escalations shall be effective with the start of each fiscal year (July 1). Any supplemental funds for Services to be performed under this agreement shall be assessed the effective rate for that time period.

5.2. PAYMENT SCHEDULE. In consideration for UNIVERSITY's performance of Services, COMPANY will pay to UNIVERSITY compensation in the amount and manner indicated below:

COST-REIMBURSEMENT. No more frequently than monthly, UNIVERSITY will invoice COMPANY based upon the budget set forth in Exhibit B. Within 30 days from receipt of invoice, COMPANY will pay UNIVERSITY the full amount then due.

BILLABLE-RATE-BASIS. No more frequently than monthly, UNIVERSITY will invoice COMPANY based upon the rates set forth in Exhibit B. The rates and charges expressed in Exhibit B are subject to change upon 30 days' prior written notice to COMPANY. Within 30 days from receipt of invoice, COMPANY will pay UNIVERSITY the full amount then due.

FIXED-PRICE. COMPANY will pay UNIVERSITY in accordance with the payment schedule set forth in Exhibit B.

5.3. FEDERAL FUNDS. If the U.S. government is the source of any of the funds paid by COMPANY under this Agreement, then COMPANY represents the following:

Percent of federal funds: 80 % CFDA #: 20.205
 Federal agency providing funds: Federal Highway Admin.
 Are the funds subject to audit? Yes No
 Audit standards: OMB Circular A-133 Other (attach pertinent information)

5.4. BILLING ADDRESS. UNIVERSITY will send all invoices to COMPANY at the following address:
[COMPANY's billing address]

5.5. REMITTANCE. COMPANY will promptly pay UNIVERSITY in U.S. currency by one of the following 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 Checking Account Number | 616002911 |

(c) By International Wire Transfer:

| | |
|-----------------------------------|---|
| 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 |

6. TERM AND TERMINATION

6.1. TERM. This agreement is effective on the date signed by the last of the parties to sign, or otherwise on the following date: *1/1/2019*, and will expire on *12/31/2019*.

6.2. TERMINATION. (a) Either party may terminate this agreement prior to its expiration date by providing written notice to the other party at least 30 days in advance of termination. (b) If COMPANY terminates this agreement, then COMPANY will promptly pay UNIVERSITY for Services performed, including non-cancellable obligations made by UNIVERSITY prior to UNIVERSITY's receipt of termination notice. (c) If UNIVERSITY terminates this agreement, UNIVERSITY will complete, to the extent practicable, any Services in progress when notice is received.

7. DISCLAIMER OF WARRANTIES

UNIVERSITY MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING ITS PERFORMANCE UNDER THIS AGREEMENT. UNIVERSITY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS WITH REGARD TO THE TEST RESULTS.

8. LIMITATION OF DAMAGES/LIABILITY TO THIRD PARTIES

UNIVERSITY SHALL NOT BE LIABLE FOR ANY DAMAGES, WHETHER DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL (INCLUDING LOST REVENUE, LOST PROFITS, LOSS OF USE OR DATA, BUSINESS INTERRUPTION OR OTHER ECONOMIC LOSS) HOWEVER CAUSED AND REGARDLESS OF THEORY OF LIABILITY, ARISING FROM OR RELATED TO COMPANY'S USE OF THE TEST RESULTS, EVEN IF UNIVERSITY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. COMPANY, AND NOT UNIVERSITY, SHALL BE RESPONSIBLE FOR THIRD-PARTY LIABILITIES ARISING FROM OR RELATED TO COMPANY'S USE OF THE TEST RESULTS.

9. GENERAL PROVISIONS

9.1. USE OF NAMES. Neither party will use the name of the other 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 for Public Affairs, University of Illinois, Third Floor Swanlund Administration Building, 601 East John Street, Champaign, IL 61820; fax (217) 244-7124.

9.2. RELATIONSHIP OF THE PARTIES. Neither party is agent, employee, legal representative, partner or joint venturer of the other. Neither party has the authority to bind the other party to any contract.

9.3. CHOICE OF LAW. This agreement will be governed by and construed in accordance with the laws of the State of Illinois, U.S.A., without reference to its conflict of law provisions.

9.4. THIRD PARTY BENEFICIARIES. This agreement does not create any third party rights.

9.5. SEVERABILITY. If a court of competent jurisdiction finds any provision of this agreement unenforceable, such finding will not affect the validity of any other provision of this agreement and the

parties will continue to perform. If this agreement cannot be performed in the absence of the provision, this agreement will terminate upon 30 days' written notice by one party to the other party.

9.6. INTEGRATION. This agreement embodies the entire understanding of the parties and supersedes all previous or contemporaneous communications, either oral or written, between the parties relating to the subject matter of this agreement. UNIVERSITY will accept purchase orders or other similar payment instruments issued by COMPANY pursuant to this agreement for payment purposes only. No such payment instruments will be construed to modify this agreement.

9.7. AMENDMENTS. No modification to this agreement will be effective unless confirmed in a written amendment signed by each party's authorized signatory.

9.8. COUNTERPARTS. The parties may sign this agreement in counterparts, each of which constitutes an original and all of which together constitute the agreement. Facsimile and scanned PDF signatures constitute original signatures for all purposes.

9.9. ASSIGNMENTS. This agreement shall bind, and inure to the benefit of, the parties and any successors in interest to substantially the entire assets of the respective party. Neither party may assign this agreement without first obtaining the prior written consent of the other party, and any attempted assignment without such consent is void.

9.10. FORCE MAJEURE. A party will be excused from performance of this Agreement only to the extent that performance is prevented by conditions beyond its reasonable control. The party claiming excuse for delay will promptly notify the other party and will resume its performance as soon as performance is possible.

9.11. EXPORT CONTROL. Each party acknowledges that performance of all obligations under this Agreement is contingent on compliance with applicable United States export and trade laws and regulations (collectively, "U.S. Export Control Laws") and foreign export and import laws and regulations. COMPANY shall not directly or indirectly furnish any Confidential Information, Test Materials, or other items to the UNIVERSITY that are (1) subject to the International Traffic in Arms Regulations, to be found here: http://www.pmddtc.state.gov/regulations_laws/itar.html; or (2) are described on the Commerce Control List of the U.S. Export Administration Regulations, to be found here: <http://www.bis.doc.gov/policiesandregulations/ear/index.htm>. COMPANY certifies that (a) COMPANY is not identified on the Consolidated Screening List found at: http://export.gov/ecr/eg_main_023148.asp, nor are any COMPANY personnel who will access the Test Results; and (b) COMPANY is not located in any country, or acting on behalf of any person, entity, or country, that is prohibited pursuant to U.S. Export Control laws from accessing the Test Results without a license.

9.12. 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. If the parties cannot resolve any dispute amicably through negotiation, either party may terminate this agreement with notice and pursue all other available remedies.

9.13. SURVIVAL. All terms of this agreement that are intended to survive termination or expiration in order to be effective shall survive termination or expiration.

9.14. NOTICES. Any notice given under this agreement will be in writing and will be effective upon receipt evidenced by: (a) personal delivery; (b) confirmed facsimile transmission; (c) return receipt of postage prepaid registered or certified mail; or (d) delivery confirmation by commercial overnight carrier. All communications will be sent to the addresses set forth below or to such other address designated by a party by written notice to the other party in accordance with this section:

UNIVERSITY: For matters related to this agreement:

University of Illinois
Director Pre-Award, Sponsored Programs Administration
1901 South First Street, Suite A
Champaign, IL 61820-7406
Telephone: (217) 333-2187
Fax: (217) 239-6830

(e) UNIVERSITY will send all COMPANY notices to COMPANY's principal office, attention of the signatory to this agreement, unless otherwise provided as follows: **[address for notices to COMPANY if different than address in first paragraph]**

9.15. AUTHORIZED SIGNATORIES. Each party represents that the individuals signing this agreement on its behalf are authorized, and intend, to bind the organization in contract.

COMPANY

By: _____ Date _____

Printed Name

Title

THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS

By: _____
Avijit Ghosh, Comptroller Date

Signature of Comptroller Delegate Date

Printed Name and Title of Comptroller Delegate

Acknowledgment by:

University technical contact (responsible faculty member)

Printed Name

*Preapproved for legal form by University Counsel
LMP 06/01/2018*