



- d. Contract for professional services to assist start-up companies and referrals.
- e. Provide resources, expertise and referrals to: form business entities, obtain business services, recruit management personnel, and provide other assistance as needed for ventures selected under (c) above.
- f. Provide access to and facilitate contracts for seed and venture capital funding for new companies.
- g. Provide services as described above to companies who are tenants or prospective tenants in University incubator facilities.
- h. Comply with all applicable University policies (including access to records for audit).
- i. Reimburse the University for overhead and out-of-pocket costs (for office space, equipment, telecommunications services, etc.).
- j. Obtain officers and directors liability coverage.
- k. Appoint and/or contract for services of a Chief Executive Officer/Managing Director (or successor title) and such other personnel necessary to fulfill the purposes of the LLC.
- l. Provide other services as agreed upon between the University and the LLC.
- m. Inform the University of any and all monies, funds and property received and held by the LLC from the University of Illinois or University of Illinois Foundation.
- n. Act as a recipient of funds and property donated or granted to or for the benefit of the LLC and its programs and to apply the same in accordance with the terms of the gift or grant.

2. As consideration for the above-described services to be performed by the LLC, the University will support the activities of the LLC in the following ways. The Vice President for ~~Economic Development and Corporate Relations~~ Research (or successor title) will serve as the principal officer for the University with Illinois VENTURES, and will be responsible for the oversight and the performance of the obligations of the University as stated in this Agreement.

- a. Provide to the LLC annual funding sufficient to pay the costs of the portion of the staff employed by the LLC. Pursuant to a budget to be prepared by the LLC and approved by the University, the University agrees to support the

operating costs of the LLC for the services described in Section 1 of this Agreement. The support will not exceed the actual costs incurred by the LLC for providing the services nor will it include an allowance for risk or profit. The CEO/Managing Director will provide periodic reports to the Vice President concerning the activities and costs incurred by the LLC.

b. Staff of the LLC may be eligible for benefits of the University based on their appointments with and subject to the policies of the University.

c. The University will provide office space on (or where appropriate, near) the Urbana-Champaign and/or Chicago campus for use by the LLC staff.

d. The University agrees to provide the LLC with certain services for which no separate charges will be assessed. Such services will include, but not be limited to, routine legal, business, and financial services as needed, on a regular or ad hoc basis, in such areas as purchasing, accounting payables and receivables, auditing, risk management, real estate, land use/facilities planning, and investment management.

e. The LLC may avail itself of support services from University departments such as telephone service, central stores, printing services, etc. For these services, the LLC agrees to reimburse the University at rates charged to University auxiliary operations.

f. The LLC and its staff may use the Illini Union, Levis Faculty Center, KCPA, Chicago Illini Union, Chicago Circle Center and other University facilities for its events in accordance with the University Facilities Use Policy.

g. The University will provide information and will cooperate concerning research and technology activities conducted by faculty, staff and students of the University, in accordance with applicable policies and contracts.

h. The University will facilitate cooperation and coordinate efforts between the University offices of technology management, research parks, and incubators.

3. The LLC agrees to comply with applicable financial guidelines agreed upon between the University and the Illinois Legislative Audit Commission for the operation of the LLC.

4. The LLC agrees to obtain and keep in force throughout the term of this Agreement a program of insurance that will include property insurance, commercial general liability, and no less than \$10,000,000 of directors' and officers' liability coverage for the protection of the members of the Board of Managers of IllinoisVENTURES as well as the IllinoisVENTURES entity itself.

5. The LLC shall maintain, for a minimum of 3 years after the completion of the Agreement adequate books, records, and supporting documents to verify the amounts,

recipients, and uses of all disbursement of funds passing in conjunction with the Agreement; the Agreement and all books, records, and supporting documents related to the Agreement shall be available for review and audit by the Auditor General; and the LLC agrees to cooperate fully with any audit conducted by the Auditor General and to provide full access to all relevant materials. Failure to maintain the books, records, and supporting documents required by this Section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under the Agreement for which adequate books, records, and supporting documentation are not available to support purported disbursement.

6. This Agreement is effective from the date of execution ~~through June 30, 2003, and shall automatically be extended on a month-to-month basis thereafter,~~ and subject to termination by either party by providing ninety (90) days written notice to the other party. Upon termination, the LLC shall provide for the orderly transfer of University property to the University, unless mutually agreed otherwise. Notwithstanding the termination of this Agreement, the parties shall be required to carry out any provision which contemplates performance by them subsequent to termination. Termination shall not affect any liability or obligation which shall have accrued prior to such termination, including but not limited to accrued but unpaid compensation.

7. All notices and other communication required or permitted to be given hereunder shall be in writing and shall be considered given and delivered when personally delivered to the party, telefaxed to the party or delivered by courier or deposited in the United States mail, postage prepaid, return receipt requested, properly addressed to a party at the address set forth below, or at such other address as such party shall have specified by notice given in accordance herewith:

To University:

Vice President for ~~Economic Development and Corporate Relations~~  
Research (or successor title)  
346 Henry Administration Building  
506 South Wright Street  
Urbana, IL 61801

with a copy to:

Chief Financial Officer and Comptroller (or successor title) ~~and~~  
~~Vice President for Business Affairs~~  
349 Henry Administration Building  
506 South Wright Street  
Urbana, IL 61801

To LLC:

Chair of its Board of Managers, with a copy to its CEO/Managing Director

8. This Agreement shall be construed, and the rights and liabilities of the parties hereto determined, in accordance with the laws of the State of Illinois.

9. In the event any term or provision of this Agreement is rendered invalid or unenforceable by any valid act of Congress or the Illinois legislature, or by any regulation duly promulgated by officers of the United States or the State of Illinois acting in accordance with law, or declared null and void by any court of competent jurisdiction, the remaining provisions of this Agreement shall remain in full force and effect.

10. This is the entire agreement between the parties. Nothing in this Agreement shall be construed as creating any obligations or liabilities by one of the parties to the other except as expressly provided herein.

11. It is understood and agreed that neither party to this Agreement shall be liable for any negligent or wrongful acts either of commission or omission chargeable to the other arising out of or in connection with this Agreement unless such liability is imposed by law and that this Agreement shall not be construed as seeking to enlarge or diminish any obligation or duty owed by one party against the other or against a third party.

12. This Agreement and the rights of the parties may not be assigned or delegated, in whole or in part, directly or indirectly, without the consent of the other party.

13. The Drug Free Workplace Act (PA 86-1459) requires, in part, that contractors with 25 or more employees take steps to ensure a drug free workplace by informing employees of the dangers of drug abuse, of the availability of any treatment or assistance programs, of prohibited activities and of sanctions that will be imposed for violation; and that individuals with contracts not engage in the manufacture, distribution, dispensation, possession or use of a controlled substance in the performance of the contract. By acceptance of this Agreement, the LLC certifies that it is, or will be, in compliance with the Act on the effective date of this Agreement.

14. The LLC certifies that neither it nor any substantially-owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 or the regulations of the U.S. Department of Commerce promulgated under that Act.

**(SIGNATURE PAGE FOLLOWS)**

IN WITNESS HEREOF, the parties hereto have caused this Agreement to be executed.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, ~~2002~~ 2012.

IllinoisVENTURES, LLC

THE BOARD OF TRUSTEES OF  
THE UNIVERSITY OF ILLINOIS

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Comptroller

\_\_\_\_\_  
CEO/Managing Director

\_\_\_\_\_  
Secretary

Approved as to Legal Form:

\_\_\_\_\_  
Treasurer

\_\_\_\_\_  
Legal Counsel