



CHAMPAIGN-URBANA MASS TRANSIT DISTRICT  
DECENNIAL COMMITTEE ON LOCAL GOVERNMENT EFFICIENCY  
AGENDA

Wednesday, January 31, 2024 – 3:00 p.m.

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North Banquet Rm, 4<sup>th</sup> Floor, Illinois Terminal  
45 East University Avenue, Champaign

Committee Members:

Dick Barnes

Margaret Chaplan - Chair

Tomas Delgado

Phil Fiscella

George Friedman

Karl Gnad

Bruce Hannon

Alan Nudo

Donna Tanner-Harold

Sharif Ullah

Advisory:

Alyx Parker, Legal Counsel

	<u>Pages</u>
1. Call to Order	
2. Roll Call	
3. Approval of Agenda	
4. Audience Participation	
5. Approval of Minutes dated December 6, 2023	1-2
6. Discussion on Illinois Business Consulting (IBC) proposal	3-16
7. Next Steps	
8. Survey of Attending Residents	
9. Adjournment	



**Champaign-Urbana Mass Transit District (MTD)  
Decennial Committee on Local Government Efficiency**

**MINUTES – SUBJECT TO REVIEW AND APPROVAL**

**DATE:** Wednesday, December 6, 2023  
**TIME:** 3:00 p.m.  
**PLACE:** Illinois Terminal, 45 East University Avenue, Champaign, IL

The video of this meeting can be found at:  
<https://www.youtube.com/CUMTD>

**Members:**

Present	Absent
Dick Barnes	
Margaret Chaplan	
Tomas Delgado	
Bradley Diel (Chair)	
Phil Fiscella	
George Friedman	
Karl Gnadt	
Bruce Hannon	
Alan Nudo	
Donna Tanner-Harold	

**Advisory:**

Present	Absent
Alyx Parker, Legal Counsel	

**MTD Staff:** Amy Snyder (Chief of Staff), Michelle Wright (Finance Director), Jay Rank (Operations Director), Ashlee McLaughlin (External Affairs Director), Jacinda Crawmer (Human Resources Director), Ryan Blackman, (Tech Services Director), Beth Brunk (Clerk)

**Others Present:**

**MINUTES**

1. Call to Order  
Chair Diel called the meeting to order at 3:00 p.m.
2. Roll Call  
Present (9) – Barnes, Chaplan, Delgado, Diel, Fiscella, Friedman, Gnadt, Hannon, Nudo  
Absent (1) – Tanner-Harold  
  
A quorum was declared present.
3. Approval of Agenda  
  
MOTION by Ms. Chaplan to approve the agenda as distributed; seconded by Mr. Friedman. Upon vote, the MOTION CARRIED.
4. Audience Participation  
None
5. Approval of Minutes
  - A. Decennial Committee on Local Government Efficiency Meeting – June 28, 2023

1 MOTION by Mr. Hannon to approve the minutes of the June 28, 2023, MTD Decennial Committee on Local  
2 Government Efficiency meeting as distributed; seconded by Mr. Fiscella. Upon vote, the MOTION CARRIED.  
3

4 Ms. Tanner-Harold joined the meeting.  
5

6 **6. Request for Qualifications (RFQ) Process**

7 With input from Alyx Parker (Legal Counsel) and the Decennial Committee members, staff released the  
8 Decennial Committee for Local Government Efficiency RFQ on September 18, 2023, that was publicized in  
9 MTD.org, the News-Gazette, Champaign County Chamber of Commerce Newsletter, and the Illinois  
10 Government Finance Association website. No proposers bid on the project or showed any interest.  
11

12 **7. Next Steps**

13 Ms. McLaughlin will make inquiries at the UI Gies School of Business to see if they have any interest in  
14 consulting for this project. If not, staff will do the majority of the work with Committee input and produce the  
15 report for the Champaign County Board.  
16

17 **8. Survey of Attending Residents**

18 The clerk distributed a survey to the attendees in the audience for input on matters discussed at the meeting.  
19

20 **9. Adjournment**

21  
22 MOTION by Mr. Hannon to adjourn the meeting; seconded by Mr. Friedman. Upon vote, the MOTION  
23 CARRIED.  
24

25 Mr. Diel adjourned the meeting at 3:18 p.m.  
26

27 Submitted by:  
28  
29

30 \_\_\_\_\_  
31 Clerk  
32  
33

34  
35 Approved:  
36  
37

38 \_\_\_\_\_  
39 Decennial Committee Chair

January 18, 2024

## MTD – SP24 IBC Project Proposal – Operational Efficiency Analysis and Recommendation

### 1.0 Background

MTD is the public transit provider for Champaign, Urbana, Savoy, the UIUC campus and Unit 4 and District 116 middle and high school students. MTD offers mobility options including buses, rides for seniors, ADA Paratransit, and resources to encourage walkability, biking, and safety. MTD’s fleet is comprised of 118 buses which provide approximately nine million rides annually. MTD’s administration headquarters, maintenance and training facilities are located on East University Avenue in Urbana.

In addition, MTD owns and operates Illinois Terminal in downtown Champaign (a multi-use development serving as a hub for MTD’s service), leases space to commercial and public entities, and provides increased access into/out of East Central Illinois for commercial bus companies and inter-city rail service. MTD is in the process of expanding Illinois Terminal with assistance of a \$17 million grant from the Federal Transit Administration. The Illinois Terminal Expansion Project will renovate and expand Illinois Terminal and construct a mixed-use structure for retail, residential, and parking.

Through a partnership with Champaign County, MTD also operates C-CARTS (Champaign County Area Rural Transit System), which is a van service that operates throughout Champaign County to connect outlying areas to MTD’s fixed route bus service and connect the rural areas of the county. Currently, C-CARTS provides two fixed-routes: the Eagle Express which operates within Rantoul only, and the Rantoul Connector which brings passengers directly to/from Rantoul into Champaign-Urbana.

MTD employs ~400 employees with an operating budget of over \$50 million. These employees, under the oversight of MTD’s Managing Director, are responsible for administrative, maintenance, buildings/grounds, and operational aspects of MTD. MTD operates as a twenty-four-hour operation for the majority of the year. MTD is governed by a Board of Trustees made up of seven members selected by the Champaign County Board. MTD Board of Trustees meetings are held on the last Wednesday of the month at Illinois Terminal and are open to the public. The Committee consists of the MTD Board of Trustees, two residents of the area, and MTD’s Managing Director. When the Committee meets, Committee meetings are generally to be held just prior to MTD Board of Trustees meetings.

Effective June 10, 2022, the **“Decennial Committees on Local Government Efficiency Act” in Illinois mandates the formation of committees by governmental units every 10 years to study local efficiencies and reporting recommendations on increased accountability and efficiencies to the county board.** Committee members include governing board members, local residents, and chief executives of governmental units. They are responsible for examining statutes, ordinances, and intergovernmental relationships, and must provide a written report within 18 months of formation. The committee dissolves after reporting and is reformed for each decennial review.

## 2.0 Description & Scope

IBC is an outside consulting agency able to help investigate agency efficiencies, study best practices, and analyze MTD performance metrics. At a high level, MTD is trying to answer the question “How are we doing regarding operational efficiency...and how could we get better?” According to the legislation the final November 1 report must include: ‘MTD’s governing statues, ordinances, rules, procedures, powers, jurisdiction, shared services, intergovernmental agreements, and interrelationships with other governmental units and the State of Illinois’. Early in the project, MTD will determine which areas IBC will handle and what data MTD will provide to support their work.

IBC consultants will gather and analyze data from within and outside of MTD to provide an assessment of current operational efficiency and recommendations for improvement. IBC will present their end-of-semester PowerPoint to the Decennial Committee April 24, 2024.

### Report Timing:

Midpoint and final presentation timing will coincide with already scheduled Decennial Committee meetings:

- March 27 – Midpoint PowerPoint to Decennial Committee – including research and insights to date and detailed plan for next 3-4 weeks
- April 24 – Final PowerPoint Decennial Committee – including streamlined summary of semester research, insights, and recommended go-forward plan

Shortly after the midpoint report, the Decennial Committee will determine whether to retain IBC for additional consultant time over the summer and/or during the Fall 2024 semester to collect and analyze more information for the report. If additional work is needed, the final report will be Completed no later than 11-1-24.

## 3.0 Methodology

The IBC student team will employ the following high-level methodology (**note – many of these segments will overlap**):

1. Client Discussions & Document Review
  - Develop understanding of MTD – breadth and depth of services, key operational and oversight processes, challenges, general business background, etc.
  - Develop understanding of “Decennial Committees on Local Government Efficiency Act” in Illinois – in particular what is MTD looking for IBC to help them with
  - Gain input from MTD regarding initial hypotheses on operational segments/buckets to focus on (this will help narrow primary research)
2. Analyze data
  - Data will include – MTD provided, government sources, etc.
  - Include analysis, trends, visualizations, etc.
3. Conduct team site visit/tour to MTD (could coincide with weekly team/client meeting)
  - Understand and visualize the operational processes and consumer experience
4. Secondary Research

- Explore tips, tricks, and best practices on how to conduct efficiency studies – what must be done, in what order, watchouts, etc.
  - Determine optimal KPIs – then determine whether and/or how MTD can provide
  - Explore peer transit authorities – should be as similar as possible – e.g. UW-Madison transit (medium-sized college town) vs. Chicago Transit Authority
5. Primary Research
- Develop a series of interview guides for different stakeholder groups
  - Internal (goal 60+% of the following) – Decennial Committee members (10), MTD Board of Trustees (7, all of whom are also members of the Decennial Committee), and MTD Department Heads (10-12)
  - External – Peer transit authorities
6. Team collaboration and exercises
- Work through a series of exercises and analyses to determine optimal recommendations and prioritize key steps
7. Strategy recommendations
- Conduct final analysis and formal development of insights, rationale, recommendations

#### 4.0 Project Deliverables

The complete list of deliverables will include:

- Secondary research recap
- Primary research recap
- Data analyses (Excel, Tableau, etc.)
- Midpoint PowerPoint to Decennial Committee (March 27) – including research and insights to date and detailed plan for next 3-4 weeks
- Final PowerPoint Decennial Committee (April 24)– including streamlined summary of semester research, insights, and recommended go-forward plan

#### 5.0 Compensation Payable to University

The proposed price is not to exceed \$40,000 with the below payment breakdown.

Project engagement from January 16<sup>th</sup> to May 15<sup>th</sup>, 2024 - \$15,000 with 50% due at the start of the engagement and the remainder due at the end

Payment #1 – 1/16/2024 - \$7,500

Payment #2 – 5/15/2024 - \$7,500

Optional project engagement from May 27<sup>th</sup> to November 1<sup>st</sup>, 2024 - \$25,000 with 50% due at the start of the engagement and the remainder due at the end

Payment #3 – 5/27/2024 - \$12,500

Payment #4 – 11/1/2024 - \$12,500

## 6.0 Schedule

Project timeline spans roughly 12 weeks – week of February 5 to week of April 29, 2024.

	Classes Start			Team Kickoff				Spring Break				Exams					
	WEEK -3 <sup>1</sup> 15-Jan	WEEK -2 <sup>2</sup> 22-Jan	WEEK -1 <sup>2</sup> 29-Jan	WEEK 1 <sup>3</sup> 5-Feb	WEEK 2 12-Feb	WEEK 3 19-Feb	WEEK 4 26-Feb	WEEK 5 4-Mar	--- 11-Mar	WEEK 6 18-Mar	WEEK 7 25-Mar	WEEK 8 1-Apr	WEEK 9 8-Apr	WEEK 10 15-Apr	WEEK 11 22-Apr	WEEK 12 29-Apr	--- 6-May
<b>Executive Mentor Interactions</b>	Intro to IBC & scope discussion							Midpoint check-in							Pre-final check-in		Debrief meeting
<b>Student Interactions</b>	Q&A with project leaders	Scoping activities (1-2 meetings)		1 <sup>st</sup> team meeting	2 <sup>nd</sup> team meeting	3 <sup>rd</sup> team meeting	4 <sup>th</sup> team meeting	5 <sup>th</sup> team meeting	SPRING BREAK	MIDPOINT PRESENTATION	6 <sup>th</sup> team meeting	7 <sup>th</sup> team meeting	8 <sup>th</sup> team meeting	9 <sup>th</sup> team meeting	10 <sup>th</sup> team meeting	FINAL PRESENTATION	U of I FINAL EXAMS

<sup>1</sup> Senior Managers & Project Managers assigned

<sup>2</sup> Project Managers develop work plan & scoping document – New consultant recruiting & interviews

<sup>3</sup> Full team staffed – Semester kickoff night for new & returning consultants

## 7.0 Key Stakeholders

Client	IBC Director	IBC Executive Mentor
Ashlee McLaughlin External Affairs Director 1101 E. University Ave. Urbana, Illinois 61802 (217) 384-8188 amclaughlin@mtd.org	Jacob Kinsey 515 E Gregory Dr Champaign, IL 61820 217-244-4887 kinsey@illinois.edu	Gail Wheeler 515 E Gregory Dr Champaign, IL 61820 312-593-1091 gcw@illinois.edu



## Consulting Agreement

(IBC Number IBC SP24-26)

This Consulting Agreement is between the Board of Trustees of the University of Illinois on behalf of its Illinois Business Consulting, a student-run consulting operation within the Gies College of Business at the University of Illinois at Urbana-Champaign (“Illinois”) and Champaign Urbana Mass Transit District (MTD) (“Client”).

### 1.0 CONSULTING ENGAGEMENT

Illinois will complete the consulting engagement described in **Appendix A** (“Engagement”) in a safe and professional manner through Illinois Business Consulting (IBC) students (“IBC Consultants”) with assistance from IBC directors and faculty (“IBC Participants”). IBC Consultants are not employees of either party. IBC Participants are employees of Illinois but are not employees of Client. As such, Illinois is an independent contractor with respect to Client.

### 2.0 TERM AND TERMINATION

**2.1 Term.** This agreement takes effect on the date of final executing signature and shall remain in effect for five years, unless terminated earlier as provided below. The first semester for which Client may engage with Illinois Business Consulting is Spring 2024 (“First Semester”) and the final semester available under this agreement shall be Fall 2028 (“Last Semester”). Should the parties wish to terminate this agreement pursuant to section 2.2 below, the IBC Participants and Consultants shall be able to complete all Engagement work for Client as governed by this agreement. Client may choose to participate in each, some, or none of the available semester governed during the term of this agreement.

**2.2 Termination.** Either party may terminate this Agreement with 10 days’ written notice to the other party.

**2.3 Effect of Early Termination.** If this agreement is cancelled prior to completion of the Engagement, Client will be responsible for reimbursing Illinois for any non-cancellable or non-refundable expenses incurred by Illinois while working on the Engagement. If Client has already made payments to Illinois, Illinois will return to Client any unearned payments less any non-cancellable expenses incurred by Illinois. If Client has not yet made any payments or the payments made are not sufficient to cover the amount due to Illinois, Illinois shall submit to Client an invoice for the remaining amounts due pursuant to section 3.0 of this agreement.

### 3.0 COMPENSATION

**3.1 Amount.** Client will compensate Illinois base on Fee designated in Statement of work for each Engagement undertaken as part of this agreement.

If this box is checked, Client is responsible for reimbursing Illinois for any travel, living or extraordinary expenses incurred in performing the Engagement.

**3.2 Remittance Instructions.** Illinois will submit to Client’s Representative itemized invoices for compensation and reimbursement no more than once per calendar month and no later than 90 calendar days after the Engagement ends. Client will remit the total due to Illinois within 30 calendar days after receipt of the itemized invoices. All payments are to be paid by check made payable to the “University of Illinois.”



**3.3 Late Payments.** Illinois will assess a late payment charge of 1.5% per month (18% per annum), plus a \$2 past due charge per month, on all past due balances. Illinois may refer Client's past due account for collection or may authorize legal action against Client for collection. Client shall be liable for all reasonable collection costs and expenses, including any attorney's fees and court costs.

**3.4 Suspension of Services.** Illinois may suspend work on an Engagement with five days' written notice for Client's failure to make timely payments. Illinois will resume work on an Engagement upon Client's payment of all monies owed to Illinois, provided that Client is not otherwise in default of its obligations under this agreement.

**4.0 Notices.** To be enforceable, all notices must be in writing and delivered to the party's representative named below by either certified mail, return receipt requested, or commercial carrier with delivery receipt. Notices are effective upon receipt by the designated representative. A party may change its representative at any time by written notice to the other party.

**Illinois Representative:**

Name: Jacob Kinsey

Title: Director

Address: 515 E. Gregory Dr.

Champaign IL

Phone: 217-244-4887

Email: kinsey@illinois.edu

**Client Representative:**

Name: Ashlee McLaughlin

Title: External Affairs Director

Address: 1101 E. University Ave.

Urbana, IL 61802

Phone: 217-384-8188

Email: amclaughlin@mtd.org

**5.0 OWNERSHIP OF INFORMATION, INVENTIONS AND COPYRIGHTABLE MATERIALS**

**5.1 Ownership.** "Information" means all business and technical information that IBC Consultants and Participants (i) develop in performance of the Engagement or (ii) receive from Client or on Client's behalf in connection with the Engagement. As a condition of participating in the Engagement, IBC Consultants will assign to Client, as of the date of creation, ownership of all Information developed by IBC Consultants.

**5.2 Inventions.** As a condition of participating in the Engagement, IBC Consultants will assign to Client, as of the date of conception, ownership of all inventions (i) conceived or reduced to practice within the Engagement by IBC Consultants, or (ii) otherwise invented by IBC Consultants (solely or jointly with others) based upon Information supplied by Client.

**5.3 Copyrightable Materials.** "Copyrightable Materials" means all original works of authorship that an IBC Consultant creates solely or jointly with others in the course of performing the Engagement. As a condition of participating in the Engagement, IBC Consultants will assign to Client all rights (including copyright) throughout the world in and to any Copyrightable Materials created by such IBC Consultants in performing the Engagement

**5.4 Use of Information and Copyrightable Materials.** Illinois may use Information and Copyrightable Materials for its internal purposes, including but not limited to training IBC Participants and Consultants and creation of case studies, so long as Client is not identified. Illinois also may use Information and Copyrightable Materials to promote the services of Illinois Business Consulting so long as Client is not identified.

## **6.0 CONFIDENTIALITY OBLIGATIONS**

**6.1** Except as expressly permitted by Client in this agreement or otherwise in writing, Illinois shall, and shall require IBC Participants and Consultants, to:

- a) Not use Information or Copyrightable Materials except in performing the Engagement;
- b) Not make Information or Copyrightable Materials available to third parties; and
- c) At Client's direction, either deliver to Client or destroy Illinois copies of Information or Copyrightable Materials, provided that Illinois may retain archival copies of such Information or Copyrightable Materials for permitted internal purposes.

**6.2** At the beginning of each semester, Illinois shall require each IBC Consultant to execute a Non-Disclosure Agreement consistent with this agreement (a sample of which is provided in Exhibit B), which is available upon request. Signatures on the Non-Disclosure Agreement will expire three years after the end of the school semester in which the Engagement is undertaken. Illinois shall provide copies of signed Non-Disclosure Agreements to the client upon request. In the interest of compliance with applicable export and trade control laws, Client must notify the IBC Directors before providing any Information of a technical scientific or engineering nature to IBC Consultants or Participants.

## **7.0 EXCLUSIONS**

Notwithstanding anything herein to the contrary, any confidentiality obligations do not apply to Information or Copyrightable Materials that:

- a) Is previously known to IBC Participants or Consultants and not provided by Client; or
- b) Is subsequently or otherwise acquired by IBC Participants or Consultants from a third party having legal and independent right to disclose such Information; or
- c) Is in the public domain as of the effective date of this Agreement; or
- d) Is now or later becomes publicly known through no fault of IBC Participants or Consultants; or
- e) IBC Participants or Consultants are compelled to disclose by law or court order.

## **8.0 REPRESENTATION**

IBC Participants and Consultants will endeavor to gather Information and reference such Information, where appropriate, from publicly available sources such as the Internet, databases, newspaper, journals, and reference texts in addition to utilizing Information supplied by Client. IBC Consultants and Participants will not attempt to verify such Information independently. While IBC Consultants and Participants will endeavor to use Information obtained from reliable sources, Illinois cannot make any, and specifically disclaims all, warranties and representations as to the accuracy or the completeness of the Information provided under the Engagement. Further, Illinois makes no, and specifically disclaims all, warranties against infringement of property rights.

## **9.0 LIABILITY AND WARRANTY**

**9.1 DISCLAIMER.** Client acknowledges and accepts that IBC Consultants are performing the Engagement as an experiential learning opportunity and that they are studying and building on their professional skills and competencies and may or may not have experience in the professional

workforce. IBC Consultants will endeavor to gather and reference Client information, where appropriate, from publicly available sources such as the Internet, databases, newspapers, journals, and reference texts in addition to using information supplied by Client. IBC Consultants will not verify information independently. Illinois makes no express or implied warranties as to the Engagement results, or the accuracy, safety, or usefulness of any Information, Inventions, or Copyrightable Materials resulting from this agreement. ILLINOIS EXPRESSLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS WITH RESPECT TO ALL INVENTIONS, INFORMATION, AND COPYRIGHTABLE MATERIALS, OR ANY OTHER DELIVERABLES ARISING FROM THIS AGREEMENT. Nothing in this agreement shall be construed as Client licensing, assigning, or otherwise transferring any right, title, or interest in Client's information or other intellectual property to IBC Consultants or to Illinois.

**9.2 Limitation of Liability.** Neither Illinois nor Client will be liable to the other for any punitive, special, consequential, incidental, or exemplary damages arising out of activities relating to this agreement. Client releases Illinois and its officers, agents, and employees from any claims arising out of or in any way connected with the activities of IBC Consultants under this agreement. Illinois assumes no liability related to claims of infringing any patent, copyright, or other right of third parties due to the activities of Client and IBC Consultants under this agreement. IBC Consultants who violate the Non-Disclosure Agreement are liable for their own actions.

**9.3** Should Client provide IBC Consultants and IBC Participants with any items subject to export control laws, Client will notify Illinois in advance and identify the items at issue and the applicable export control laws.

## **10.0 INSURANCE**

During all times relevant to this agreement, each party shall maintain general liability insurance, whether through a commercial policy or through a program of self-insurance, with coverage and limits adequate to satisfy all liabilities relating to the performance of work as specified by this agreement. Each party shall comply with applicable state laws governing workers' compensation and mandatory insurance for vehicles. Within seven days of a request, a party shall provide to the requesting party a certificate of insurance evidencing the coverage and limits required by this provision.

## **11.0 GENERAL PROVISIONS**

**11.1 Independent Contractor.** Illinois and IBC Consultants are considered independent contractors with respect to Client. Neither party has authority to commit, act for or on behalf of the other party, or to bind the other party to any obligation or liability.

**11.2 Compliance with Laws.** Each party shall perform its obligations in compliance with all relevant laws governing its performance, including, but not limited to, laws related to proprietary rights, civil rights, import, and export control. Breach of this provision is a material breach of this agreement.

**11.3 Assignment and Subcontracting.** Neither party will assign or subcontract any obligation made pursuant to this agreement without the prior written consent of the other party.

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

**11.5 Waiver.** The failure of either party to enforce any provision of this agreement shall not waive the party's right to later enforce the provision of the agreement.

**11.6 Non-Exclusivity.** This agreement is non-exclusive. Illinois may perform the same or similar services for other clients.



**APPENDIX A**  
**STATEMENT OF WORK**

**Number: \_\_\_\_\_**

This Statement of Work is pursuant to the foregoing Agreement between the Board of Trustees of the University of Illinois on behalf of its Illinois Business Consulting, a student-run consulting operation within the Gies College of Business at the University of Illinois at Urbana-Champaign, (“Illinois”) and \_\_\_\_\_ with offices at \_\_\_\_\_ (“Client”). This Statement of Work is subject to all terms and conditions set forth in the Consulting Agreement. This Statement of Work describes the Services that Illinois will provide in accordance with the following terms and conditions:

This Statement of Work takes effect on the date of final executing signature and expires on \_\_\_\_\_ unless terminated or renewed by the parties.

**1. Project Name**

**2. Background**

**3. Description & Scope**

**4. Services**

**5. Deliverables**

**6. Project Managers**

<b>Client</b>	<b>Illinois</b>
Name:	Name:
Address:	Address:
City/State/Zip:	City/State/Zip:
Telephone:	Telephone:
Email:	Email:

The parties hereto have caused this Statement of Work under the Consulting Agreement to be executed on the dates set forth below by their duly authorized representatives.

**Illinois Business Consulting**

**[Client name]**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

APPENDIX B

Non-Disclosure Agreement

**NON-DISCLOSURE INFORMATION AGREEMENT**  
**Illinois Business Consulting CONSULTANT**

1. By my signature below, I confirm my obligation to keep confidential all information I receive from IBC Clients, in connection with my participation in IBC projects for its Clients. This Non-Disclosure Agreement (“NDA”) is effective upon the date of my signature and shall govern the conditions of disclosure by IBC Clients of certain Confidential Information (as defined below) to me regarding the IBC Clients’ intellectual property, operations, and financial information.
2. I understand that my work on this Engagement does not now nor in the future make me an employee of either the Client or the University of Illinois and I shall not list Client’s name as an employer on my resume, curriculum vitae, LinkedIn profile, or any other documentation or website.
3. “Confidential Information” means trade secret, know-how, and other information, not generally known, relating to the Client’s business that is disclosed to me and marked as proprietary and confidential by Client or with which I become familiar during my interaction with the Client, including Information and Copyrightable Materials (as defined below). Confidential Information may include information related to the Client’s business practices and prospective business interests, including, but not limited to, customer lists, forecasts, business and strategic plans, financial and sales information, products, processes, equipment, manufacturing operations, marketing programs, research, product development and engineering, or the Client’s pre-existing intellectual property.
4. Unless client provides me prior written authorization to the contrary, I will keep all Confidential Information secret unless and until such Confidential Information becomes generally known in the trade or industry (“Confidentiality Period”). I agree to not transfer or disclose Confidential Information to any third party, including but not limited to any disclosure in the form of abstracts, manuscripts, presentations, publications, posters, posting on websites, or using in a job interview. I also promise not to use the Confidential Information for any purpose other than my work on this project with Illinois Business Consulting and Client.
5. If at any time during the Confidentiality Period I want to disclose to prospective employers, whether in writing or by oral presentation, any information associated with my work for Client, including portions of an results, I will submit a draft of my proposed disclosure to Client’s designated representative for review at least 30 days prior to the intended disclosure. If Client notifies me in writing no later than seven calendar days after receiving the draft that the draft contains a potentially patentable disclosure or Confidential Information, I will cooperate with Client to protect the identified information from unwanted or improper disclosure. I understand that Company may require me to delay my disclosure for no longer than two months in order to file for patent protection and that Company may require me to delete Confidential Information before I can proceed with any disclosure.
6. The same obligation to protect Confidential Information shall apply to any knowledge obtained by me as a representative of IBC from the Client regarding any third party that has a confidentiality

agreement with the Client. Further, I shall not use or disclose to the Client any information of any previous employer or third party to which I have an obligation of secrecy. I will provide the Client with a copy or written description of any agreement that I may have with a previous employer or third party that affects my relationship with the Client.

7. With regard to such Confidential Information, I hereby agree not to knowingly use such information for any purpose other than for the express analysis and reporting requirements related to the completion of the IBC project engagement for the Client and to obtain class credit at the University of Illinois. Furthermore, I agree not to reveal to others any product specifications, proprietary operating details or financial information without the express written permission of Client.
8. It is understood that any information resulting from performance of the Engagement may be used in a generic form, without reference to its source, in teaching and research activities at the University of Illinois. The Client will be notified prior to such proposed use by me and be given opportunity to review and comment on the proposed information before publication, public disclosure, or other use of such information outside the Engagement. I will consider comments provided by the Client and work with Client in good faith to settle identified issues, prior to proceeding with the proposed use of the information.
9. "Information" means all business and technical information that I (i) develops within the performance of the Scope of Services of the Engagement and/or (ii) receives within the Scope of Services of the Engagement from Client or Client's affiliates or from other individuals or companies working on projects with or for Client. As a condition of participating in the Engagement, I agree to assign, and hereby assigns without further consideration, as of the date of creation, ownership to Client of any and all Information developed me within the Scope of Services of the Engagement, subject to retention of the right of the IBC directors and faculty advisors to use such Information for internal reference and grading purposes.
10. As a condition of participating in the Engagement, I agree to assign, and hereby assigns without further consideration, as of the date of conception, ownership to Client of any and all inventions (i) conceived or reduced to practice within the Scope of Services of the Engagement by me, or (ii) otherwise invented by me (solely or jointly with others) based upon Information supplied by Client.
11. "Copyrightable Materials" means any and all original works of authorship that I create solely or jointly with others in the course of performing the Scope of Services of the Engagement. As a condition of participating in the Engagement, I agree to assign, and hereby assigns without further consideration, to Client the entire right, title and interest (including copyright) throughout the world, or such lesser interest as Client may deem acceptable, in and to such Copyrightable Materials, subject to retention of the right of the IBC to use such Copyrightable Materials for internal reference and grading purposes.
12. This NDA applies to me as an individual and not as part of a group. I understand that the termination or completion of my activities related to a project engagement does not relieve me from the confidentiality obligations described above without the written consent of an officer of the Client.



13. Notwithstanding anything above to the contrary, this NDA shall not apply to information:
- a. previously known to me and not provided by an IBC Client; or
  - b. subsequently or otherwise acquired by me from a third party having legal and independent right to disclose such information; or
  - c. in the public domain as of this date; or
  - d. which is now or later becomes publicly known through no fault of me; or,
  - e. is required to be disclosed by law or court order.

I have read and understand the above terms and conditions of this NDA and agree to be bound by them.

Consultant Signature: \_\_\_\_\_

Consultant Name: \_\_\_\_\_  
(Print Name)

Consultant Department: \_\_\_\_\_  
(Print Department if other than College of Business)

Date: \_\_\_\_\_  
Month /Day / Year

SAMPLE