

MEETING NOTICE

Whitewater University Technology Park Board Meeting
Thursday 17 October 2013 at 8:00 a.m.
Whitewater University Technology Park Innovation Center
1221 Innovation Drive, Whitewater, WI 53190

AGENDA

1. Call to Order [Telfer]
2. Whitewater Incubation Program (WhIP) Updates [Ehlen, McGuire, and Olson 3D Ingenuity Lab Presentation from 8:05 to 8:20 am]
3. Approval of Revised Minutes from August 15, 2013 and Minutes from September 19, 2013 Meetings [Telfer] ATTACHED
4. Review/Acceptance of September 2013 Financial Reports [Clapper] ATTACHED
5. City of Whitewater Seed Capital Fund Update [Knight and Cannon]
6. Innovation Center Facility Updates / Issues [Clapper and Ehlen]
 - A. Conference Room Usage / Fee Proposal / Staffing Update [Ehlen]
 - B. Facility Updates/Issues [Clapper and Ehlen]
 - C. Revised Code of Ethics and Conduct, Review of Other Samples (State of Ingenuity Code of Ethics and Nondisclosure Agreement) [Ehlen] ATTACHED
 - D. Approval of Drouillard Naming Application [Ehlen and Brunner] ATTACHED
 - E. Prairie Update [City Representative TBD]
7. Strategic Priorities and Development and Plan Updates [Ehlen]
 - A. Marketing Plan/Strategy and Web Updates—Technology Park, Business Park, and Innovation Center [with Gayhart, Cannon, and Van Den Bosch]
 - B. Policy and Procedure Updates [Ehlen]
8. Fiber Update [Clapper and Knight]
9. Accelerator Update [Gayhart, Chenoweth, and Ehlen]
10. Future Agenda Items [All]
11. “Adjourn to Closed Session Not to Reconvene per Wisconsin Statute 19.85(1)(e) Deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session.” Items to be discussed:
 - A. Update on Prospective Clients/Tenants [Ehlen, Gayhart, and Cannon]
12. Future Meeting Dates: Remaining fall 2013 meeting dates include: November 21 and December 19. Discuss spring meeting dates. [Telfer]
13. Adjournment [Telfer]

VIRTUAL PARTICIPATION INSTRUCTIONS (see page two)

Topic: WUTP Board Meeting
Date: Thursday, October 17, 2013
Time: 7:45 am, Central Daylight Time (Chicago, GMT-05:00)
Meeting Number: 800 673 575

To join the online meeting (Now from mobile devices!)

1. Go to <https://uww.webex.com/uww/j.php?ED=236616792&UID=0&RT=MiM3>
2. If requested, enter your name and email address.
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4. Click "Join".

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<https://uww.webex.com/uww/j.php?ED=236616792&UID=0&ORT=MiM3>

To join the audio conference only

To receive a call back, provide your phone number when you join the meeting, or call the number below and enter the access code.

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Toll-free dialing restrictions: http://www.webex.com/pdf/tollfree_restrictions.pdf

Access code:800 673 575

For assistance

1. Go to <https://uww.webex.com/uww/mc>
2. On the left navigation bar, click "Support".

You can contact me at:
ehlend@uww.edu

To add this meeting to your calendar program (for example Microsoft Outlook), click this link:
<https://uww.webex.com/uww/j.php?ED=236616792&UID=0&ICS=MI&LD=1&RD=2&ST=1&SHA2=AAAAAjbvbbKEYmO39q2ezU1vHNeq-YRPd1ovu7tAdlDguu/J&RT=MiM3>

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REVISED MEETING MINUTES (VERSION 2)

Whitewater University Technology Park Board Meeting
Thursday August 15, 2013 at 8:00 a.m.
Whitewater University Technology Park Innovation Center
1221 Innovation Drive, Whitewater, WI 53190

PRESENT: Kevin Brunner, Patrick Cannon, John Chenoweth, Cameron Clapper, Denise Ehlen, Ronald "Bud" Gayhart, Jeff Knight, Jessica Menke, Crystal Singer, and Richard Telfer

GUESTS: Nate Parrish and Ron Fleischmann

1. **Call to Order:** Richard Telfer called the meeting to order at 8:02 am.
2. **Approval of Minutes from July 25, 2013 Meeting:** Telfer presented the minutes. Jeff Knight / Crystal Singer moved approval of the minutes as written. The minutes were approved by unanimous vote.
3. **Review/Acceptance of July 2013 Financial Reports:** Cameron Clapper presented the July 2013 Financial Reports. John Chenoweth / Kevin Brunner moved to accept the Financial Reports. The Board discussed revenues and expenditures. , Telfer suggested the Board revise Memorandum of Understanding to reflect the new leadership model (revised expenditures already reflected in the Financial Reports). The Reports were accepted by unanimous vote.
4. **City of Whitewater Seed Capital Fund Update:** Pat Cannon indicated he is working with Quarles and Brady to develop a strategy to assign the equity to an appropriate not-for-profit organization (options include the Whitewater University Technology Park Board, the University Foundation, or a new organization). Fund Committees will meet the event of August 15, 2013 to review a grant proposal. Cannon will provide an update on the application at a future meeting.
5. **Innovation Center Facility Updates / Issues**
 - A. Draft Conference Room Usage / Fee Proposal: Denise Ehlen disseminated copies of the current policy. Ehlen will provide a draft revised policy for usage and fees at an upcoming meeting.
 - B. Facility Updates/Issues: Ehlen provided an update on key facility issues (roof flashing repairs, NAMI maintenance visit, and cracks in dry wall). Ehlen is working with Matt Amundson and the relevant contractors to resolve these issues. Ehlen will provide an update at future meetings.
 - C. Draft Conflict of Interest/Duty Policy: Ehlen presented the revised draft Conflict of Interest/Duty Policy. The Board discussed the need to balance the obligation to advance and support start-up companies and manage potential conflicts of interest and/or duty. Members also expressed a desire to ensure continued efficiency and collaboration. Ehlen will review the revised draft and the City's code of ethics to ensure consistency. Brunner suggested Ehlen also review the WCEDA conflict of interest disclosure as a potential model. Chenoweth suggested the policy indicate that Board members appointed to represent a particular stakeholder (City, CDA, etc.) do not inherently constitute a conflict of duty. Brunner also suggested Ehlen review the By-laws to clarify conflict of interest and/or duty. Ehlen must also consult with Wally McDonnell prior to finalizing/releasing a policy. The topic will be included on the agenda for the next meeting.
 - D. Naming of Conference Room for Clayton Drouillard: Ehlen provided an update on the policies and procedures for Innovation Center naming rights. Ehlen consulted with Brunner and will finalize drafts for consideration by the Board. Brunner provided an update on the request to name the Innovation Center's Conference Room (202). Chenoweth/Moyse moved to develop and implement a naming policy for the conference room that permits naming consideration of

\$20,000 to name the suite 202 for the life of the building. The motion was approved by unanimous vote.

6. Strategic Priorities and Development and Plan Updates [Ehlen]

- A. Marketing Plan/Strategy and Web Updates—Technology Park, Business Park, and Innovation Center: Ehlen provided an update on the Web and video (re)design projects. Gayhart provided an overview on marketing tactics to co-brand the Technology and Business Parks. Cannon provided an overview of brokerage services for the Parks. The Board discussed listing/brokerage/marketing options.
- B. Policy and Procedure Updates: Security, locks/key cards issues were discussed. Ehlen was instructed to provide an option to keep, return to original state, must use the vendor/system used by the University (or compatible with the University system). The system selected must be vetted by UW-Whitewater's iCIT. Chenoweth/Gayhart recommended the Board adopt a policy requiring iCIT consultation for key cards and suggested Ehlen discuss the topic with local commercial realtors to explore current best practices. Chenoweth/Gayhart further suggested all other elements of the key policy remain the same. The recommendation was approved by unanimous vote.

7. **Whitewater Incubation Program (WhIP) Updates**: Ehlen provided an overview of 2013-2014 WhIP programming and the Elements series. Ehlen will provide the list of WhIP participants and the Elements schedule at a future meeting.

8. **Fiber Update**: Cannon provided an update on efforts to secure fiber access for the Parks and funds that might be available to support infrastructure development. Cannon will follow up with the Madison to learn more about the solutions implemented at their Research Park(s). Cannon will provide an update at a future meeting.

9. **Accelerator Update**: Telfer and Ehlen provided an update on meeting with Wayne Whiting

10. **Future Agenda Items** [All]: Innovation Express—Ehlen work with Cameron to share information with the Board, follow up on Prairie planting, follow up landscaping responsibilities (DE FU with Amundson)

11. "Adjourn to **Closed Session** Not to Reconvene per Wisconsin Statute 19.85(1)(e) Deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session." Moyse/Cannon moved to convene in closed session. Telfer called for a vote. The Board reconvened in closed session by unanimous vote.

- A. Update on Prospective Clients/Tenants: Ehlen, Gayhart, and Cannon provided a brief summary of progress.

Chenoweth/Brunner moved to reconvene in open session. Telfer called for a vote. The Board reconvened in open session by unanimous vote.

12. **Future Meeting Dates**: The remaining fall 2013 meeting dates include September 19, October 17, November 21, and December 19.

13. **Adjournment**: Clapper/Moyse moved to adjourn. The meeting adjourned at 10:03 am by acclamation.

Respectfully submitted,
Denise Ehlen for Cameron Clapper
Secretary of the Whitewater University Technology Park Board

MEETING MINUTES

**Whitewater University Technology Park Board Meeting
Thursday September 19, 2013 at 8:00 a.m.
Whitewater University Technology Park Innovation Center
1221 Innovation Drive, Whitewater, WI 53190**

PRESENT: Kevin Brunner, Denise Ehlen, Jessica Menke, Cameron Clapper, Pat Cannon, Jeff Knight, Bud Gayhart, Richard Moyse, John Chenoweth, Richard Telfer

GUESTS: Beverly Kopper, Nate Parrish, Wayne Whiting, Gary Becker

1. Call to Order: Richard Telfer called the meeting to order at 8:05 am.
2. **Approval of Minutes from August 15, 2013 Meeting:** Telfer presented the minutes of the 15 August 2013 meeting. Brunner/Moyse moved approval of the minutes as written. The minutes were approved by unanimous vote.
3. **Review/Acceptance of August 2013 Financial Reports:** Cameron Clapper presented the August 2013 Financial Reports. John Chenoweth / Jeff Knight moved to accept the Financial Reports. The Board discussed revenues and expenditures. The Reports were accepted by unanimous vote.
4. **City of Whitewater Seed Capital Fund Update:** Pat Cannon provided an update on fund/loan applications and awards. Cannon also provided updates on CDA research to develop a process for equity investments. Knight provided an overview of the goals of the Fund.
5. **Innovation Center Facility Updates / Issues:**
 - A. Draft Conference Room Usage / Fee Proposal: Denise Ehlen reported that she continues to make progress on a revised conference room usage and fee policy. Ehlen plans to present the draft for Board consideration prior to the end of the 2013 fiscal year. Ehlen described current facilities challenges and opportunities and requested feedback/guidance. Kevin Brunner / John Chenoweth recommended a short-term (through fall 2013) staffing plan to manage conference room usage. Brunner and Chenoweth further instructed Ehlen to include staffing in the 2014 budget and/or revised conference room usage policy. The recommendations were approved by unanimous vote.
 - B. Facility Updates/Issues: Ehlen and Clapper provided an overview of key facility updates. Clapper advised the Board that a City representative will provide a prairie grass update at the October meeting.
 - C. Revised Draft Conflict of Interest/Duty Policy: Ehlen presented draft policies for consideration. The Board discussed the goals of the policies and the needs of the Board. Telfer suggested that Board members review the drafts in preparation for the October meeting. Ehlen will also review the EDA requirements and/or guidance on conflict of interest/duty to inform the Board's policy.
 - D. Naming Policy/Guiding Principles and Proposal for Naming of Conference Room (202) for Clayton Drouillard: Ehlen presented the revised naming policy and guiding principles for review/discussion. Chenoweth / Brunner moved to adopt these guidelines and approve the Drouillard naming. The motion was approved by unanimous vote.
6. **Strategic Priorities and Development and Plan Updates:** In the interests of time, Ehlen presented an abbreviated overview of Marketing Plan/Strategy and Web Updates—Technology Park, Business Park, and Innovation Center and Policy and Procedure Updates.
7. **Whitewater Incubation Program (WhIP) Updates:** Ehlen provided an overview of Applied Research Grant Awards to WhIP clients/Innovation Center tenants (Opsolv and Foundry Solutions). Menke provided an

overview of work to connect the Center/WhiP clients to science resources (equipment, students, faculty/staff). Additional information will be shared at a future meeting. Ehlen notified the Board that the 3D Ingenuity Lab would be opening soon; tours will be provided in October.

8. **Fiber Update:** Cannon and Clapper provided an overview of plans to convene relevant stakeholders to review fiber needs and options.
9. **Accelerator Update:** Gayhart introduced Wayne Whiting and Gary Becker from Strang and Associates, Inc. Whiting and Becker provided an overview of handouts related to technology parks and 21st century design and funding for business incubators.

10. Future Agenda Items:

- A. Conflict of Interest and Duty/Code of Ethics: Telfer requested all Board members review the conflict of interest and duty policy draft and the code of ethics draft prior to the October meeting.
 - B. New Markets Tax Credit: Knight suggested a speaker be invited to provide the Board with an overview of New Markets Tax Credit from WEDA. Given time constraints, Telfer suggested the CDA host a joint meeting with the Board focused on this topic.
 - C. Accelerator: Telfer suggested the Accelerator topic continue to be explored.
 - D. Presentation(s) at Future Meeting(s): Cannon will offer a Capital Catalyst Fund presentation at the October meeting.
 - E. Other Funding Information: Ehlen and Gayhart will provide information on funding information presented by Becker at a fall 2013 meeting
 - F. Other Topics: Telfer instructed Board members to forward suggestions for other topics to him, Liz Woolever, and/or Denise Ehlen.
11. **“Adjourn to Closed Session** Not to Reconvene per Wisconsin Statute 19.85(1)(e) Deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session.” Knight/Chenoweth moved to convene in closed session. Telfer called for a vote. The Board reconvened in closed session by unanimous vote.
- A. Update on Prospective Clients/Tenants: Ehlen, Gayhart, and Cannon provided a brief summary of prospects. Moyse/Menke moved to return to reconvene in open session. Telfer called for a vote. The Board reconvened in open session by unanimous vote.
12. **Future Meeting Dates:** Remaining Fall meeting dates include October 17, November 21 and December 19.
13. **Adjournment:** The meeting was adjourned at 10:09 am by acclimation.

Respectfully submitted,
Denise Ehlen for Cameron Clapper
Secretary of the Whitewater University Technology Park Board

**CITY OF WHITEWATER
BALANCE SHEET
SEPTEMBER 30, 2013**

INNOVATION CTR-OPERATIONS

		BEGINNING BALANCE	ACTUAL THIS MONTH	ACTUAL THIS YEAR	ENDING BALANCE
	<u>ASSETS</u>				
920-11100	CASH	61,910.26	10,184.40	37,927.79	99,838.05
920-11300	INVESTMENTS	.00	1,020.00	7,130.00	7,130.00
920-13180	A/R-FACILITY RENTAL	200.00	.00	(100.00)	100.00
	TOTAL ASSETS	62,110.26	11,204.40	44,957.79	107,068.05
	<u>LIABILITIES AND EQUITY</u>				
	<u>LIABILITIES</u>				
920-21100	VOUCHERS PAYABLE	2,989.37	.00	(2,989.37)	.00
920-25401	DUE TO TID #4	42,000.00	3,500.00	31,500.00	73,500.00
	TOTAL LIABILITIES	44,989.37	3,500.00	28,510.63	73,500.00
	<u>FUND EQUITY</u>				
920-34300	FUND BALANCE	17,120.89	.00	725.00	17,845.89
	UNAPPROPRIATED FUND BALANCE: REVENUE OVER EXPENDITURES - YTD	.00	7,704.40	15,722.16	15,722.16
	BALANCE - CURRENT DATE	.00	7,704.40	15,722.16	15,722.16
	TOTAL FUND EQUITY	17,120.89	7,704.40	16,447.16	33,568.05
	TOTAL LIABILITIES AND EQUITY	62,110.26	11,204.40	44,957.79	107,068.05

CITY OF WHITEWATER
REVENUES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2013

INNOVATION CTR-OPERATIONS

	PERIOD ACTUAL	YTD ACTUAL	BUDGET AMOUNT	VARIANCE	% OF BUDGET
<u>MISCELLANEOUS REVENUE</u>					
920-48100-56 INTEREST INCOME	.00	.00	50.00	50.00	.0
920-48300-56 ENERGY INCOME-SOLAR	.00	7,681.53	.00	(7,681.53)	.0
920-48410-56 DONATIONS-DROULLARD MEMORIAL	1,020.00	1,405.00	.00	(1,405.00)	.0
920-48610-56 MEDIA-SHARING-SUITES	.00	.00	6,000.00	6,000.00	.0
920-48620-56 FACILITY RENTAL REVENUE	.00	675.00	2,500.00	1,825.00	27.0
920-48631-56 RENT-CESA #2	6,500.00	58,500.00	78,000.00	19,500.00	75.0
920-48632-56 RENT-JEDI	.00	7,695.00	10,260.00	2,565.00	75.0
920-48633-56 RENT-BLACKTHORNE CAPITAL LLC	4,507.00	36,752.00	44,430.00	7,678.00	82.7
TOTAL MISCELLANEOUS REVENUE	12,027.00	112,708.53	141,240.00	28,531.47	79.8
<u>OTHER FINANCING SOURCES</u>					
920-49200-56 IN-KIND-REV-CITY-INSURANCE	.00	.00	3,600.00	3,600.00	.0
920-49202-56 IN-KIND-CITY-FINANCE/ADMIN	667.00	6,003.00	8,000.00	1,997.00	75.0
920-49205-56 IN-KIND-CITY-GROUNDS-DPW	667.00	6,003.00	8,000.00	1,997.00	75.0
920-49215-56 IN-KIND-CITY-BUILDING MAINT.	667.00	6,003.00	8,000.00	1,997.00	75.0
920-49300-56 FUND BALANCE APPLIED	.00	.00	56,295.00	56,295.00	.0
920-49410-56 I-K-REV-UNIV-MANAGER SUPPORT	19,189.00	332,147.00	535,000.00	202,853.00	62.1
920-49415-56 I-K-REV-UNIV-TECH SUPPORT	.00	8,432.00	27,000.00	18,568.00	31.2
TOTAL OTHER FINANCING SOURCES	21,190.00	358,588.00	645,895.00	287,307.00	55.5
TOTAL FUND REVENUE	33,217.00	471,296.53	787,135.00	315,838.47	59.9

CITY OF WHITEWATER
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2013

INNOVATION CTR-OPERATIONS

		PERIOD ACTUAL	YTD ACTUAL	BUDGET AMOUNT	VARIANCE	% OF BUDGET
	INNOVATION CENTER					
920-56500-212	LEGAL SERVICES	30.00	30.00	.00 (30.00)	.0
920-56500-215	PROFESSIONAL SERVICES	.00	.00	500.00	500.00	.0
920-56500-221	UTILITIES-CITY-H2O/SEWER/STORM	377.35	2,964.50	4,000.00	1,035.50	74.1
920-56500-222	ELECTRIC UTILITIES	.00	36,085.63	43,000.00	6,914.37	83.9
920-56500-225	COMMUNICATIONS-LINES-MOBILE	254.72	2,027.55	3,000.00	972.45	67.6
920-56500-226	MEDIA-MONTHLY	115.99	954.07	1,020.00	65.93	93.5
920-56500-243	CONTRACT-PREVENTIVE MAINT	.00	2,100.00	4,200.00	2,100.00	50.0
920-56500-245	BUILDING MAINTENANCE	.00	1,875.73	3,059.00	1,183.27	61.3
920-56500-246	JANITORIAL SERVICES	.00	4,500.00	8,073.00	3,573.00	55.7
920-56500-250	BLDG MAINT SUPPLIES	44.54	4,235.38	16,320.00	12,084.62	26.0
920-56500-294	GROUPS MAINTENANCE/SNOW/ICE	.00	6,180.00	5,600.00 (580.00)	110.4
920-56500-310	OFFICE SUPPLIES	.00	.00	380.00	380.00	.0
920-56500-323	MARKETING EXPENSES	.00	.00	14,169.00	14,169.00	.0
920-56500-341	MISC EXPENSE	.00	275.00	1,714.00	1,439.00	16.0
920-56500-500	IN-KIND EXP-CITY-INSURANCE	.00	4,258.51	3,600.00 (658.51)	118.3
920-56500-502	IN-KIND-CITY-FINANCE/ADMIN	667.00	6,003.00	8,000.00	1,997.00	75.0
920-56500-505	IN-KIND EXP-CITY-GROUNDS-DPW	667.00	6,003.00	8,000.00	1,997.00	75.0
920-56500-515	IN-KIND-EXP-CITY-BLDING MAINT	667.00	6,003.00	8,000.00	1,997.00	75.0
920-56500-520	IN-KIND-UNIV MANAGE SERVICES	19,189.00	332,147.00	535,000.00	202,853.00	62.1
920-56500-530	IN-KIND-UNIV TECH SUPPORT	.00	8,432.00	27,000.00	18,568.00	31.2
920-56500-650	TRANSFER-PILOT-TID#4	3,500.00	31,500.00	92,500.00	61,000.00	34.1
	TOTAL INNOVATION CENTER	25,512.60	455,574.37	787,135.00	331,560.63	57.9
	TOTAL FUND EXPENDITURES	25,512.60	455,574.37	787,135.00	331,560.63	57.9
	NET REVENUE OVER EXPENDITURES	7,704.40	15,722.16	.00 (15,722.16)	.0



WHITEWATER UNIVERSITY TECHNOLOGY PARK AND WHITEWATER INCUBATION PROGRAM CODE OF ETHICS

Developed 13 September 2013

CODE OF ETHICS AND CONDUCT

The following is the Whitewater University Technology Park and Whitewater Incubation Program (PARK/WHIP) Code of Ethics and Conduct:

1. Client/Tenant (aka clients) Interests: To best serve PARK/WHIP clients, PARK/WHIP shall:
 - A. Always conduct their counseling and other PARK/WHIP activities in a manner that unequivocally places the interests of PARK/WHIP first.
 - B. Ensure that all available resources are offered to clients, including assistance by other counselors or by outside organizations where appropriate.
 - C. At all times protect the confidentiality of business information provided by the clients.
 - D. Not accept or participate in PARK/WHIP activities that create a conflict of interest or a conflict of duty.
2. Compensation: As unpaid volunteers/representatives, PARK/WHIP shall:
 - A. Neither charge nor accept individual fees, honoraria or things of value as payment for on behalf of PARK/WHIP outside of lease or other acceptable transaction fees.
 - B. Not accept individual payment from a client for travel or other expenses incident to counseling or training or any other activity.
 - C. PARK/WHIP volunteers may not become a paid consultant for or accept other employment from a client. In the event that a volunteer does accept employment from a PARK/WHIP client, he or she should resign from the PARK/WHIP by notifying the President of the Whitewater University Technology Park Board in writing.
3. Third Parties: The following guidelines apply to interactions between PARK/WHIP and third parties:
 - A. PARK/WHIP volunteers shall not accept personal fees, commissions, kickbacks or things of value from third parties as a result of recommending any services, equipment or supplies, nor shall they recommend the purchase of goods or services in which they have a direct or indirect interest, financial or otherwise.
 - B. When volunteers perform PARK/WHIP services for another organization or agency, that organization or agency may reimburse the PARK/WHIP for the expenses of the volunteers by providing an honorarium to PARK/WHIP, which can then reimburse the volunteers for their expenses as may be applicable.
 - C. PARK/WHIP volunteers shall neither charge nor accept fees or things of value for assistance in the preparation of loan applications nor directly accept so-called finder's fees for the location of lending sources.
 - D. PARK/WHIP volunteers, when advising clients about obtaining professional or other services or goods, shall identify, whenever feasible, several sources from which the client may select.

4. Personal Interests: To safeguard the integrity of the PARK/WHIP missions, it is vital to avoid any actual or apparent conflict of interest. To that end, PARK/WHIP volunteers or their families shall not:

- A. Directly or indirectly become officers, directors or shareholders, or provide funding (by way of personal investment, loans or otherwise) for a for-profit business organization that is seeking counseling assistance from PARK/WHIP or has received it within the past three years.

5. Personal Conduct: As long as they are part of the PARK/WHIP, volunteers shall:

- A. Not discriminate in any of their PARK/WHIP-related activities against any person because of race, color, national origin, sex, age, religion, marital status, handicap or sexual preference.
- B. Not make public statements that appear to associate PARK/WHIP with personal opinions of the volunteers or which are critical of PARK/WHIP or any of its sponsors.
- C. Not make statements that appear to identify PARK/WHIP with a political party or a candidate for federal, state or local office.
- D. At all times during the performance of their services, conduct themselves in such a manner as not to discredit themselves or the PARK/WHIP.
- E. Not engage in any form of sexual harassment or sexual discrimination. Sexual harassment includes the making of deliberate or repeated unsolicited verbal comments, gestures or physical contact of a sexual nature in circumstances where such conduct reasonably is or would be unwelcome to the offended person or persons. Further, when such unwelcome conduct reasonably interferes with or creates an intimidating, offensive or hostile counseling or other work environment, it is considered sexual harassment.

6. Unwarranted Commitments: PARK/WHIP volunteers should refrain from the following commitments:

- A. Guaranteeing a client that the PARK/WHIP can arrange any type of business financing.
- B. Ensure the client of business success with their idea or product.
- C. Encourage a client to invest their personal funds, mortgage their assets or take out a business loan.
- D. Offer legal or tax advice.

THE PARK/WHIP VOLUNTEER SERVICE AGREEMENT, CONFLICT OF INTEREST POLICY, AND CONFIDENTIALITY AGREEMENT

In the performance of their duties, PARK/WHIP representatives will have access to or knowledge of financial, statistical, personnel, technical, or other similar information relating to a PARK/WHIP's client's business operation or personal affairs. PARK/WHIP employees, volunteers, private or faculty consultants, or other individuals that provide counseling or other forms of assistance to a client on the behalf of the PARK/WHIP must avoid all possible appearances of conflict of interest in which there is personal gain or benefit while representing the PARK/WHIP; or in which there is the appearance that the individual representing the PARK/WHIP is soliciting influence, favoritism, or leverage of any kind.

PARK/WHIP Volunteer Agreement: As a condition of my service with the PARK/WHIP, I agree that within my relationship with any PARK/WHIP client I shall not:

- A. Solicit or accept, or appear to solicit or accept any gift, loan, reward, equity in a business, compensation or other monetary compensation, promise of future employment, favor, or service in return for services performed by me during the term of my VOLUNTEER SERVICE with the PARK/WHIP from any first or third parties, and
- B. Recommend the purchase of goods and (or) services from a firm in which I have family, business, or other relationships, and
- C. Violate the right to privacy of any PARK/WHIP client by releasing information about the client's relationship with the PARK/WHIP, or any information about the business or personal matters to anyone or any agency outside the PARK/WHIP during and after my involvement with the

PARK/WHIP. A pre-approved contractual waiver of the right to privacy may be signed by the PARK/WHIP client.

- D. Use my position for a purpose that is, or gives the appearance of being, motivated by a desire for personal gain for myself or persons with whom I have family, business, or other personal relationships (i.e., conflict of interest).
- E. Use my position for a purpose that is, or gives the appearance of being, motivated by a desire to achieve unwarranted gain for other organizations with which I am affiliated at the detriment of PARK/WHIP (i.e., conflict of duty).
- F. Solicit or accept, or appear to solicit or accept private engagement of my services at any time during, or for one year after, the term of my engagement as a volunteer with the PARK/WHIP. I understand that this particular requirement may be waived by the client(s) for whom I have provided assistance, in a written request(s) to the PARK/WHIP State Director

I have read and understand this policy statement and agree to abide by its provisions.

SIGNATURE AND DATE	
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STATE OF INGENUITY CODE OF ETHICS¹

As of 1 February 2012

We, the members of the State of Ingenuity, are committed to the economic prosperity of southeastern Wisconsin and northern Illinois. Our mission is to support the development, retention, and attraction of world-class companies and talent in the region, which includes Kenosha, Racine, Rock, and Walworth counties in Wisconsin and Boone and Winnebago counties in Illinois.

The State of Ingenuity economic development initiative brings together the interests of a broad range of private, public, and public/private groups to promote the region as a single economic entity. The variety of members and interests represented requires that certain standards of conduct be developed and adhered to for the State of Ingenuity to maintain a firm foundation. This Code of Ethics represents the standards that each member of the State of Ingenuity will support and practice in their daily conduct of business.

We, the members of the State of Ingenuity, present the following principles of behavior and standards of conduct to guide our efforts in promoting the long-term economic health of the State of Ingenuity region. We fully realize that a Code of Ethics is of little value without an inherent level of trust in the integrity of one another and a commitment from each of us to conduct ourselves at the highest levels of professional conduct. The State of Ingenuity is founded on the importance of respect and trust amongst its members. In that spirit, we agree to adhere to the following:

1. We will carry out our mission with integrity, professional excellence, and responsiveness to all.
2. We will work in partnership with other organizations to develop and promote the region's capabilities and talents and match them to the needs of those investing in the region.
3. We understand the importance of all members being knowledgeable about and committed to promoting the State of Ingenuity regional assets and amenities. When working on behalf of a State of Ingenuity regional recruitment effort, members shall commit to selling the region.
4. We are committed to sharing as much information as is necessary and prudent among our membership on any State of Ingenuity economic development activity. Our guiding principle shall be that "more information is better than less." Any member undertaking a regional activity consistent with the Scope of Work outlined within the Economic Development Administration State of Ingenuity award documentation will advise other members of the nature and purpose of the activity in advance.

Communication is critical. Each member has a responsibility to conduct business consistent with this Code of Ethics. State of Ingenuity members are encouraged to address code infractions directly with each other prior to presenting infractions to the group at large.

5. We shall honor the confidentiality requested by our fellow State of Ingenuity members and our prospects to the fullest extent permitted by law. Information shared with fellow State of Ingenuity members in confidence shall remain in confidence.

¹ Adopted from the Milwaukee 7 Code of Ethics. Used with permission.

Whenever appropriate, specific information on particular transactions shall be shared within the realm of the State of Ingenuity and appropriate state agencies. In those instances where prospects are dealing with individual communities, information will be shared only with the State of Ingenuity members involved.

6. Any lead or prospect that comes to a State of Ingenuity member as a result of the State of Ingenuity marketing and promotional efforts will be shared with the appropriate State of Ingenuity members.
7. When contacted directly by an out-of-state prospect, members shall fulfill their organizational mission to position their respective community as best meeting the needs of the prospect. If, during discussions with the prospect, it becomes clear that a regional approach is needed (for identifying sites, assets, resources or amenities that might not be available in the member community), the member shall contact the appropriate State of Ingenuity representative to coordinate the project on a regional basis.
8. We understand the high priority that must be placed on growing, attracting, and retaining investment in the State of Ingenuity region. In the event our local community cannot meet the needs of a particular company, we shall contact our fellow members within 24 hours so the region can make its best effort to keep the company by meeting the company's needs elsewhere in the State of Ingenuity area.
9. At no time shall any economic development organization member of the State of Ingenuity present derogatory information about another community or county in Wisconsin or Illinois.
10. We recognize the site selection process is driven by the client. In the event a member of the State of Ingenuity is aware of a company in the region choosing to relocate from one community to another, we will contact the originating community within two business days to make them aware of the situation. If the company has requested its project remain confidential, only generic information about the project will be shared with the originating community. Violation of this commitment shall be viewed as a breach of our membership pledge to the State of Ingenuity.
11. Partners will respond promptly to all leads and referrals.
12. Partners shall use sound judgment when determining a client's or potential client's "home base." The "home base" may be determined to be where a client lives, works, attends school, or does (or plans to do) most of their business. Because the overarching goal of the State of Ingenuity initiative is to grow business within the six-county region, State of Ingenuity clients must have a regional connection.
13. Each organization or entity serving as a State of Ingenuity partner must send at least one representative to participate in mandatory monthly meetings. The State of Ingenuity project is built upon collaboration and the shared commitment of ALL members. Participation is vital for the shared success of the collaboration.



STATE OF INGENUITY NON-DISCLOSURE AGREEMENT

SERVICE PROVIDER/PARTNER	SERVICE PROVIDER/PARTNER
Name:	Name:
Address:	Address:
SERVICE PROVIDER/PARTNER	SERVICE PROVIDER/PARTNER
Name:	Name:
Address:	Address:
SERVICE PROVIDER/PARTNER	OTHER ORGANIZATION/CLIENT ("DISCLOSING PARTY")
Name:	Name:
Address:	Address:
Project Title / Scope of Work <input type="checkbox"/> Check here if SOW attached	

This Nondisclosure Agreement (the "Agreement") is entered into by and between _____, ("Disclosing Party") and _____, ("Receiving Party or Parties") for the purpose of preventing the unauthorized disclosure of Confidential Information as defined below. The parties agree to enter into a confidential relationship with respect to the disclosure of certain proprietary and confidential information ("Confidential Information").

1. Definition of Confidential Information. For purposes of this Agreement, "Confidential Information" shall include all information or material that has or could have commercial value or other utility in the business in which Disclosing Party is engaged. If Confidential Information is in written form, the Disclosing Party shall label or stamp the materials with the word "Confidential" or some similar warning. If Confidential Information is transmitted orally, the Disclosing Party shall promptly provide a writing indicating that such oral communication constituted Confidential Information.

2. Exclusions from Confidential Information. Receiving Party's obligations under this Agreement do not extend to information that is: (a) publicly known at the time of disclosure or subsequently becomes publicly known through no fault of the Receiving Party; (b) discovered or created by the Receiving Party before disclosure by Disclosing Party; (c) learned by the Receiving Party through legitimate means other than from the Disclosing Party or Disclosing Party's representatives; or (d) is disclosed by Receiving Party with Disclosing Party's prior written approval.

3. Obligations of Receiving Party. Receiving Party shall hold and maintain the Confidential Information in strictest confidence for the sole and exclusive benefit of the Disclosing Party. Receiving Party shall carefully restrict access to Confidential Information to employees, contractors and third parties as is reasonably required and shall require those persons to sign nondisclosure restrictions at least as protective as those in this Agreement. Receiving Party shall not, without prior written approval of Disclosing Party, use for Receiving Party's own benefit, publish, copy, or otherwise disclose to others, or permit the use by others for their benefit or to the

detriment of Disclosing Party, any Confidential Information. Receiving Party shall return to Disclosing Party any and all records, notes, and other written, printed, or tangible materials in its possession pertaining to Confidential Information immediately if Disclosing Party requests it in writing.

4. Time Periods. The nondisclosure provisions of this Agreement shall survive the termination of this Agreement and Receiving Party's duty to hold Confidential Information in confidence shall remain in effect until the Confidential Information no longer qualifies as a trade secret or until Disclosing Party sends Receiving Party written notice releasing Receiving Party from this Agreement, whichever occurs first.

5. Relationships. Nothing contained in this Agreement shall be deemed to constitute either party a partner, joint venturer or employee of the other party for any purpose.

6. Severability. If a court finds any provision of this Agreement invalid or unenforceable, the remainder of this Agreement shall be interpreted so as best to effect the intent of the parties.

7. Integration. This Agreement expresses the complete understanding of the parties with respect to the subject matter and supersedes all prior proposals, agreements, representations and understandings. This Agreement may not be amended except in a writing signed by both parties.

8. Waiver. The failure to exercise any right provided in this Agreement shall not be a waiver of prior or subsequent rights.

This Agreement and each party's obligations shall be binding on the representatives, assigns and successors of such party. Each party has signed this Agreement through its authorized representative.

9. Sharing of Non-Confidential Information. The State of Ingenuity (SOI) project is a unique EDA-funded collaboration. Non-confidential information about the Disclosing Party's challenge(s), opportunity(ies), service(s), or related topics may be shared with other SOI party(ies) as part of referral and continuous quality improvement. Non-confidential data may also be shared with the sponsor (the U.S. Department of Commerce Economic Development Administration) in required reports. No proprietary information will be shared.

By (an Authorized Official of) DISCLOSING PARTY:	By an Authorized Official of RECEIVING PARTY:
Typed Name: _____ Date _____ Title: _____	Typed Name: _____ Date _____ Title: _____
By an Authorized Official of RECEIVING PARTY:	By an Authorized Official of RECEIVING PARTY:
Typed Name: _____ Date _____ Title: _____	Typed Name: _____ Date _____ Title: _____
By an Authorized Official of RECEIVING PARTY:	By an Authorized Official of RECEIVING PARTY:
Typed Name: _____ Date _____ Title: _____	Typed Name: _____ Date _____ Title: _____



**COMMEMORATIVE DEDICATION AND NAME APPLICATION
FOR WHITEWATER UNIVERSITY TECHNOLOGY PARK
AND/OR INNOVATION CENTER**

APPLICANT INFORMATION

Name: *Kevin Brunner*

Address:

Phone:

Email:

NAMING RECOMMENDATION

Applicant is request naming / renaming a portion of a new or existing Whitewater University Technology Park Facility

Proposed Name

Clayton Drouillard Conference Room (or the Drouillard Room)

Location / Description of Facility or Space (i.e., room, suite, corridor, atrium)

2nd Floor Conference Room 202, at the Whitewater University Technology Park Innovation Center

Current Name (if applicable):

Room 202

Classification of Proposed Name (Check all that apply):

- ☐ Historical Significance to Location (e.g. historical event, landmark, person, or group of major significance to region/location)
- ☐ Commonly Recognized by Neighbors or Residents (compliments the theme of the location or surrounding area)
- ☐ Natural Phenomena of Site
- ☐ Horticultural (e.g. trees, plants, flowers, or other horticultural features of area)
- ☒ Deceased Individual (deceased for at least 3 years and has long standing affiliation with City of 10 years or more)
- ☐ Living Individual (requires long-standing affiliation with City of 10 years or more)
- ☐ Group or Organization (requires long-standing affiliation with City of 10 years or more)
- ☒ Donation or Sponsorship

Please describe the reason(s) in support of the proposed name or renaming of this facility or facility area AND the amount of sponsorship/donation to be pledged for naming (if applicable). If more room is needed, please attach separate sheet and write "See Attached" below.

Clayton Drouillard was a remarkable man who was committed to service and enhanced the quality of life/well-being of Whitewater's residents. A number of Whitewater residents will donate funds totaling \$20,000 to support renaming of Room 202.

For recommendation of naming in honor of an individual (whether deceased or living), please indicate individual's long-standing affiliation with Whitewater (10+ years or more) of significant community service, involvement or contributions. Specifically indicate how this person has:

- Enhanced the quality of life/well-being of Whitewater's residents,
- Contributed to the preservation of the Whitewater's history and culture,
- Made exemplary or meritorious contributions to Whitewater or its residents, or
- Contributed to the acquisition, development or conveyance of land, buildings, structures or other amenities to the Whitewater Community.

if more room is needed, please attach separate sheet and write "See Attached" below):

Clayton Drouillard was a remarkable man who was committed to service and enhanced the quality of life/well-being of Whitewater's residents. Mr. Drouillard was born in Cuba City, Wisconsin the son of Gladys Marie Drouillard. He graduated from the University of Dubuque in 1947, received his Masters of Science Degree from UW-Madison in 1949, and went on to receive his Doctorate Degree in Education from the University of Colorado in Boulder in 1954.

Clayton served his country in the U.S. Army during WWII with the 1st Infantry Division from 1943 until 1945, receiving a Purple Heart for wounds suffered in combat on October 18, 1944.

On August 11, 1945, Clayton married Mary L. Eustice in Cuba City, WI. Clayton taught math at Morningside College in Sioux City, Iowa from 1948-1955 and was head football coach from 1951-1955. From 1955 to 1990 he taught math to business students at UW-Whitewater. He also served as Dean of Students from 1955 to 1975.

Clayton was a former commander and member of the Fort Atkinson Disabled American Veterans, and a member of the American Legion and the Whitewater Kiwanis Club. He served as President of the Wisconsin State Mental Health Association and as Vice President of the National Mental Health Association. He was an Honorary Football Coach at UW-Whitewater, and was a Hall of Fame Coach at Morningside College.

SUPPORTING DOCUMENTATION (optional):

I have included the following documentation to demonstrate broad-based community support for my recommendation:

- ☐ Letters
- ☐ Character references
- ☐ Newspaper or journal articles
- ☐ Petitions

The following conditions will apply to all commemorative dedication and name applications—whether sponsored or unsponsored.

- All applications submitted to the Whitewater University Technology Park Board for the purpose of naming or renaming a new or existing Park facility or facility component/area must be filled out completely and accurately in accordance with and as required by this document.
- The naming or renaming of a Park facility or facility component/area will be considered only through this application process.
- Incomplete, illegible and/or fraudulent applications will not be considered. The Whitewater University Technology Park Board reserves the right to verify the identity of the Applicant submitting this application to ensure its validity.
- The Whitewater University Technology Park Board will have the final decision as to the naming/renaming of a Park facility or facility component/area and reserves the right to reject any and all proposed names and/or applications submitted for consideration.
- Naming rights do not survive the Park/facility. Every effort will be made to honor donations/naming rights if the purpose/goal/existence of the Park or facility changes.

Signature of and Date: I have read and understand the naming terms and hereby submit my application for naming/renaming and certify that all information presented herein is accurate.

Return Completed Applications to Denise Ehlen via mail (2243 Andersen Library, 800 West Main Street Whitewater, Wisconsin 53190-1790) or email (ehlend@uww.edu). Call 262.472.5212 with questions.