

Indiana Loaned Expert Program (iLEP) Working Agreement

In the true spirit of the credit union's model - people helping people, the Loaned Expert Program (iLEP) is designed to help credit unions use each other as resources when leadership or expertise gaps arise.

The worksheets contained within this document are mutually beneficial to the requesting and lending credit unions who may be evaluating a potential relationship.

- It helps the lending credit union clearly define its need/want, expectation, and time requested of a lending credit union.
- It allows the lending credit union to identify whether or not its expert(s) are a good fit and if the time engagement is of interest.

This document contains:

1. **Business Case and Business Plan** – This exercise allows the credit union seeking assistance to clearly communicate its current situation and define its need and expected business outcome once the need has been filled. It also creates a discussion starting point for outlining a mutual arrangement for both credit unions involved.
 - a. ***iLEP recommends these documents to be filled out completely as possible before engaging in the interview process to ensure a greater understanding of the collaboration.***
2. **Discussion Checklist** – This checklist helps the mutually involved credit unions think through all the “what if” scenarios to ensure that everything that both parties are expecting are clearly defined either in the Statement of Work or the Non-Disclosure Agreement.
3. **Statement of Work Template** – A work agreement that clearly defines the goals of the arrangement between two credit unions, the actual work to be completed, the resources needed, the expected result and the timeline of the engagement or project completion.
4. **Non-Disclosure Agreement** – This standard agreement ensures both parties agree to protecting confidential data including the credit unions', the involved employees', or the membership of either credit union.

Business Case

Brief Description:	<p>Briefly describe the problem the project seeks to correct, and other very high-level details.</p> <p><i>Example: The Project will automate/implement/improve...</i></p>
Executive Summary	<p>Briefly describe the project in terms of trends, large goals and objectives. What are the key points that are important to know about this project?</p>
Current Situation:	<p>Describe the current situation including baseline information, Member impact, problems the project seeks to resolve and other potential positive impacts.</p>
Solution Options:	<p>Address problems listed in the current situation section above and define possible solutions. Explain what the best solution appears to be.</p>
Cost Benefit:	<p>Using specific and measurable data, what is the benefit of doing the project? What are the costs associated with the current situation that would change?</p>
Target Dates:	<p>List at least 4-5 dates that may include when the project would begin, end and crucial milestones.</p>

Discussion/Interview Checklist

This Checklist may be helpful as the credit unions begin the interview process or the creation of the statement of work.

- ___ Any relevant certificates desired/required to complete the work (vetting the subject matter expert meets your expectations)
- ___ Any necessary training that would need to take place before or at the start of the engagement
- ___ Travel and expense reimbursement covered
- ___ If project/assignment extends beyond the agreed upon timeframe, what happens
- ___ Does either or both parties want to provide feedback to each other after the project is over
- ___ Do the involved parties want to include a clause about not purging employees in the non-disclosure agreement
- ___ Ensure any legal agreements are properly vetted through each parties legal counsel before signing or beginning work

Statement of Work Template

Both parties may wish to agree upon having their legal counsel review the Statement of Work and determine whether or not to consider drafting a legal contract.

Introduction/Background

This section should provide a general description of the project as well as highlight the project's background and what is to be gained by the project.

Scope of Work

Provide a brief statement of what you expect to accomplish as a result of this collaboration, referencing the business case and plan that has developed by the requesting credit union. While specific deliverables and tasks will be presented in the Work Requirements section, this section should highlight what is and is not included in the scope of the project in broader terms.

Period of Performance

Define the time period over which the project will occur. The timeframe for the project can be pre-determined or based on a completion date to coincide with some external requirement (i.e. new Government regulation). It is important to define the period of performance since this is usually a variable in determining engagement and/or cost. Include a clause about either party's ability to opt out at any time or define notice by which a party can opt out.

Place of Performance

Describe where the work will be performed (phone conferences, Skype, in-person, offsite, remotely, etc). It is important to clarify any equipment and/or work space that will be provided. This section should include any associated costs of a borrowed employee and how expenses will be covered. As a reminder, requests for covering expenses, if not feasible by the requesting credit union, can be made to the Indiana Credit Union Foundation.

Work Requirements

Include a description of the actual tasks which the project will require and who will be completing what. This should include what tasks need to be completed in order for successful completion of this project/arrangement. As with all other portions of the SOW, every effort should be made to include as much detail as possible. Ensure to include verbiage regarding no liability on the part of the borrowed employee. Liability for any work done ultimately falls on the requesting credit union.

Schedule/Milestones

This part of the Statement of Work should define the schedule of deliverables and milestones for this project/arrangement.

Acceptance Criteria

Define how the receiving credit union will accept the deliverables resulting from this SOW. The acceptance of deliverables must be clearly defined and understood by all parties. This section should include a description of how both parties will know when work is acceptable, how it will be accepted, and who is authorized to accept the work.

Other Requirements

Any special requirements, such as security requirements (personnel with security clearance and what level, badges, etc.) should be described in this section. There should also be a description of any IT access restrictions/requirements or system downtime/maintenance if required.

EXECUTED by <Company Name> on _____, 2017.

<Company Name>

By _____

Printed Name: _____

Title: _____

EXECUTED by < Company Name> on _____, 2017.

<Company Name>

By _____

Printed Name: _____

Title: _____

Mutual Non-Disclosure Agreement

This is a Mutual Non-Disclosure Agreement, effective on the date of the latest signature on the final page at the conclusion of this Agreement, between <Company Name>, <Address> <City>, <State> <Zip Code> and <Company Name>, <Address>, <City>, <State> <Zip Code> in which both parties agree to disclose and receive certain Confidential and Proprietary Information.

WHEREAS, <Company Name> and <Company Name> wish to evaluate a potential business relationship,

WHEREAS, such discussions may necessitate the exchange of Confidential Information proprietary to each of the Parties,

WHEREAS, this Agreement provides for the mutual protection of such Confidential Information, and both <Company Name> and <Company Name> shall be considered herein as "Owner" and "Recipient," depending on who is providing and receiving the Confidential Information respectively.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Confidential Information: Either party hereto ("Owner") may disclose to the other party hereto ("Recipient") certain information pursuant to this Agreement that Owner deems to be proprietary, confidential or trade secret ("Confidential Information"). Recipient understands and acknowledges that Owner's Confidential Information is valuable and not generally known by Owner's competitors and includes, but is not limited to: the identity of parties involved in and the nature of business relationships (including the parties involved in this Agreement); business strategy, product or financial information; customer lists and activities; documentation; and any and all information concerning Owner's current, future or proposed products.

1.1. The obligation of confidentiality shall not apply to any part of the Confidential Information that is or was:

- a) in the public domain at the time of such disclosure or subsequently came into the public domain through no fault or action of Recipient or any party who received the Confidential Information from or through Recipient; or
- b) rightfully known to Recipient or parties receiving such information prior to its receipt; or
- c) lawfully received by Recipient as a matter of right, without a binder of confidentiality from a source other than Provider, which source has lawful possession thereof; or
- d) independently developed by Recipient without reliance upon or use of Provider's Confidential Information.

Initials _____

2. Nondisclosure:

- 2.1. The parties agree that the provision of Confidential Information to Recipient is not in any way intended by Owner, and shall not be deemed to be, a public disclosure, public use or otherwise a publication of that information. The Confidential Information will be used solely for the purpose of evaluating the feasibility of entering into a business relationship between the parties, and not in any way directly or indirectly detrimental to Owner. Recipient shall keep confidential the Confidential Information and prevent (a) the disclosure of any Confidential Information received from Owner; (b) the disclosure of documents that are prepared by Recipient based on confidential information received from Owner; and (c) the disclosure of information received orally from Owner that is designated proprietary and confidential by Owner; to any other person, firm or corporation, except as expressly permitted in Section 1.1 hereof, and shall use the same degree of care to avoid disclosure of such information as Recipient employs with respect to its own proprietary and confidential information of the highest level of importance, but in no event less than reasonable care.
- 2.2. In the event the Confidential Information is computer software, Recipient also agrees that it will not use the Software for any purpose other than the purposes contemplated by this Agreement without Licensor's prior written consent, nor shall Recipient decompile, disassemble or otherwise reverse engineer the software. The Confidential Information shall be and remain the confidential, proprietary and trade secret property of Owner. Further, any and all enhanced, modified or other derivative information resulting from the Confidential Information shall be governed by the terms of this Agreement as if it were original information supplied by Owner.
- 2.3. To the extent applicable to the performance of the Recipient's services or Recipient's possession of Confidential Information, the Recipient shall take all such action as may be necessary to comply with HIPAA, GLBA, as well as with any other applicable statutory provisions, and with the rules and regulations promulgated under all of the foregoing, to the extent that they may require the Recipient to maintain the confidentiality of the Confidential Information. The Recipient acknowledges its understanding that any unauthorized disclosure of Confidential Information may violate HIPAA and GLBA and may result in penalties and other damages.
- 2.4. In the event the Confidential Information is a customer list or other confidential customer information, Recipient also agrees that during the term of this Agreement it will not use such information to compete with Owner or use it for any other purpose other than the purposes contemplated by this Agreement without Owner's prior written consent. The Confidential Information shall be and remain the confidential, proprietary and trade secret property of Owner.
- 2.5. Recipient agrees to be responsible for any breach of this Agreement by any third party to whom Recipient discloses the Confidential Information.

3. Warranties and Rights:

- 3.1. Recipient warrants and represents to Owner that Recipient is not party to any agreement that conflicts with this Agreement and that Recipient's entering into this Agreement will not be in contravention of any other agreement to which Recipient may be party.
- 3.2. Nothing contained in this Agreement shall be construed as granting or conferring to either party any rights, express, implied or otherwise, to any product, copyrighted material, invention, discovery or improvements made, conceived or acquired prior to or after the date of this Agreement.

Initials _____

3.3. Further, unless and until the parties have entered into a formal, definitive written agreement, there shall be no obligation on the part of either party to enter into any type of business relationship.

3.4. All Confidential Information is provided "as is". The Owner makes no warranty, express or implied, regarding the timeliness, accuracy, performance or completeness of any of its Confidential Information.

- 4. **Performance:** Recipient agrees that Owner shall be entitled to equitable relief, including, without limitation, injunction and specific performance, in the event of any breach of the provisions of this Agreement, in addition to all other remedies available to Owner at law or in equity.
- 5. **Term:** This Agreement shall automatically terminate five (5) years from the Effective Date, unless terminated in writing by either party, pursuant to the terms and conditions of Section 9 of this Agreement.
- 6. **Governing Law:** This Agreement shall be governed by the laws of the State of Indiana without reference to the conflict of law provisions thereof.
- 7. **Survival:** For so long as a party continues to possess the Confidential Information furnished by the other party, and for so long as the Confidential Information remains confidential as the property of the disclosing party, except as otherwise specified herein, the receiving party shall make no use of such Confidential Information whatsoever, notwithstanding the expiration of this Agreement. The expiration of this Agreement shall not be deemed to give either party a right to use or disclose the Confidential Information of the other party.
- 8. **Assignment:** This Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties; provided, however, that neither party may assign, sublicense or transfer any of its rights or duties under this Agreement without the consent of the other party, which consent shall not be unreasonably withheld. Owner shall have no obligation whatsoever to pay any consideration to Recipient under this Agreement. Recipient shall be responsible for its own expenses of any nature whatsoever incurred in conducting its analysis and investigation of or related to the Confidential Information or any use thereof.
- 9. **Return of Materials:** Recipient will return to Owner and make no further use of all Confidential Information received from Owner, including any and all copies provided to corporate affiliate(s) or to consultants and advisors, upon the earlier of the expiration of this Agreement or request by Owner.
- 10. **Savings Clause:** In the event that any provision of this Agreement is determined to be invalid or unenforceable, the remainder of this Agreement shall be valid and enforceable to the maximum extent possible.
- 11. **Signatures:** A facsimile signature on this Agreement shall be effective as an original signature for purposes of enforcing this Agreement.

Initials _____

IN WITNESS WHEREOF, the parties enter into this Agreement by their signatures below. Multiple counterparts of this Agreement may be executed by the parties, each of which shall be deemed an original of this Agreement.

EXECUTED by <Company Name> on _____, 2017.

<Company Name>

By _____

Printed Name: _____

Title: _____

EXECUTED by < Company Name> on _____, 2017.

<Company Name>

By _____

Printed Name: _____

Title: _____