



EXECUTIVE DOCUMENT SUMMARY

State Form 41221 (R10/4-06)

Instructions for completing the EDS and the Contract process.

- 1. Please read the guidelines on the back of this form.
- 2. Please type all information.
- 3. Check all boxes that apply.
- 4. For amendments / renewals, attach original contract.
- 5. Attach additional pages if necessary.

1. EDS Number: A339-TDGF-15-1001	2. Date prepared: 10/23/2015
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3. CONTRACTS & LEASES

<input checked="" type="checkbox"/> Professional/Personal Services	<input type="checkbox"/> Contract for procured Services
<input type="checkbox"/> Grant	<input type="checkbox"/> Maintenance
<input type="checkbox"/> Lease	<input type="checkbox"/> License Agreement
<input type="checkbox"/> Attorney	<input type="checkbox"/> Amendment# _____
<input type="checkbox"/> MOU	<input type="checkbox"/> Renewal # _____
<input type="checkbox"/> QPA	<input type="checkbox"/> Other _____

FISCAL INFORMATION

4. Account Number: 30442-10400.531030	5. Account Name: TECHNOLOGY DEVELOP GR.
6. Total amount this action: \$10,000.00	7. New contract total: 10,000.00
8. Revenue generated this action: \$0.00	9. Revenue generated total contract: \$0.00
10. New total amount for each fiscal year:	
Year 2018	\$10,000.00
Year _____	\$ _____
Year _____	\$ _____
Year _____	\$ _____

TIME PERIOD COVERED IN THIS EDS

11. From (month, day, year): 7/1/2015	12. To (month, day, year): 12/31/2015
13. Method of source selection:	
<input type="checkbox"/> Bid/Quotation	<input checked="" type="checkbox"/> Negotiated
<input type="checkbox"/> Emergency	<input type="checkbox"/> Special Procurement
<input type="checkbox"/> RFP# _____	<input type="checkbox"/> Other (specify) _____

AGENCY INFORMATION	
14. Name of agency: Economic Development Corp	15. Requisition Number: 00005708

16. Address: IN Economic Development Corp Central Office 1 N CAPITOL AVE STE 700 INDIANAPOLIS, IN 46204-2040
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AGENCY CONTACT INFORMATION	
17. Name: Georgla Chang	18. Telephone #: 317/232-8903
19. E-mail address: gchang@ledc.in.gov	

COURIER INFORMATION	
20. Name: Jackle Addison	21. Telephone #: 317.234.8741
22. E-mail address: jacAddison@ledc.in.gov	

VENDOR INFORMATION	
23. Vendor ID # 000004796	
24. Name: INDIANA UNIV	25. Telephone #: N/A
26. Address: INDIANA UNIVERSITY DEPT 78898 PO BOX 78000 DETROIT, MI 48278	
27. E-mail address: n/a	

28. Is the vendor registered with the Secretary of State? (Out of State Corporations, must be registered) <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
29. Primary Vendor: M/WBE/IN-Vetera	30. Primary Vendor Percentages
Minority: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	100.0 %
Women: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
IN-Veteran <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

31. Sub Vendor: M/WBE/IN-Veteran	32. If yes, list the %:
Minority: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Minority: _____ %
Women: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Women: _____ %
IN-Veteran <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	IN-Veteran _____ %
33. Is there Renewal Language in <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	34. Is there a "Termination for Convenience" clause in the document? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

35. Will the attached document involve data processing or telecommunications system Yes: IOT or Delegate has signed off on contract

36. Statutory Authority (Cite applicable Indiana or Federal Codes):
IC 5-28-38

37. Description of work and justification for spending money. (Please give a brief description of the scope of work included in this agreement.)
The IU IBRC will develop an analysis model/tool to estimate the return on investment in development projects proposed for RCI support. The model will estimate the projects prospective economic impact in the region, helping users assess the expected return on investment in the project.

38. Justification of vendor selection and determination of price reasonableness:
IBDC will communicate with each RC71 regional applicant regarding use of the ROI tool. The applicant will identify to IBDC all counties included in its region. The IBRC once received data from IBDC, will run the model for the specified region and return to IBDC the resulting Excel File. The IBDC will use this tool to generate impact estimates, given assumptions from the applicant's inputs. IBDC will pay \$6,000 to cover development of the ROI tool. For each individual Region analysis, an additional \$250 will be charged for customization. The total amount under this agreement shall not exceed \$10,000.00.

39. If this contract is submitted late, please explain why: (Required if more than 30 days late.)

40. Agency fiscal officer or representative approval 	41. Date Approved 10/23/2015	42. Budget agency approval AC	43. Date Approved 10/26/15
44. Attorney General's Office approval	45. Date Approved	46. Agency representative receiving from AG	47. Date Approved



PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement") is entered into effective as of the 1st day of July 2015 by and between the **INDIANA ECONOMIC DEVELOPMENT CORPORATION ("IEDC")** and **THE TRUSTEES OF INDIANA UNIVERSITY ON BEHALF OF THE INDIANA BUSINESS RESEARCH CENTER, KELLY SCHOOL OF BUSINESS, INDIANA UNIVERSITY ("Contractor")**. In consideration of the mutual undertakings and covenants set forth herein, the parties agree as follows:

1. DUTIES OF CONTRACTOR

Contractor shall provide to the IEDC those services set forth in Exhibit A (the "Services").

2. TERM

(A) This Agreement shall commence on July 1, 2015 and shall remain in effect through December 31, 2015 unless renewed or extended by a mutual written agreement of the parties or unless earlier terminated in accordance with the provisions of this Agreement (the "Expiration Date"). All work and/or services under this Agreement must be completed by the Expiration Date. In no event shall payments be made for work done or services performed after the Expiration Date.

(B) The Contractor may request in writing that the Expiration Date be extended, provided that the Contractor provides a written justification for the extension at least seven (7) days in advance of the Expiration Date, and the amount of the funds to be paid does not exceed the amount of the original agreement. The IEDC may approve such requests in writing but will not extend the Expiration Date beyond **June 30, 2016**. Approval of the extension is subject to the sole discretion of the IEDC. If the Expiration Date is extended, all other provisions of this Agreement shall remain in full force and effect.

3. CONSIDERATION

(A) The total remuneration under this Agreement, inclusive of all expenses, shall not exceed **TEN THOUSAND and 00/100 DOLLARS (\$10,000.00)**.

(B) All services performed by Contractor under this Agreement must be authorized by the IEDC. Contractor agrees to provide services under the rates and charges as set forth in Exhibit A. Written estimates for all projects to be completed by Contractor on behalf of the IEDC must be submitted to the IEDC in advance and approved by the IEDC in writing prior to any such costs being incurred.

(C) Contractor will submit a statement of Contractor's time and expenses within fifteen (15) days following the end of each month. Each statement shall include a detailed description of time spent and expenses incurred by project.

(D) The foregoing remuneration consists of Contractor's direct costs. The IEDC will not pay the Contractor for any of its indirect costs.

4. PAYMENTS

(A) The Contractor shall submit invoices for payment in connection with its Services provided hereunder. Such invoices shall include line item detail describing the Services performed.

(B) The IEDC is exempt from state, federal, and local taxes. The IEDC will not be responsible for any taxes levied on the Contractor as a result of this Agreement.

(C) All payment obligations shall be made in arrears in accordance with Indiana law and state fiscal policies and procedures, and as required by Indiana Code § 4-13-2-14.8. Notwithstanding any other law, rule, or custom, a person or company whom has a contract with the State of Indiana or submits invoices to the state for payment shall authorize, in writing, the direct deposit by electronic funds transfer of all payments by the state to the person or company. The written authorization must designate a financial institution and an account number to which all payments are to be credited. Any exception to this requirement must be approved by the IEDC and the State of Indiana. For forms and additional information, see the Auditor of State's website at www.in.gov/auditor/forms.

(D) Contractor shall not be reimbursed for its travel expenses, if any, under this Agreement.

5. ACCESS TO RECORDS & AUDITS

(A) The Contractor and its subcontractors, if any, shall maintain all books, documents, papers, accounting records, and other evidence pertaining to all costs incurred under this Agreement. The Contractor shall make such materials available at its respective office at all reasonable times during the Agreement period, and for three (3) years from the date of final payment under the Agreement, for inspection by the IEDC or by any other authorized representative of state government. Copies thereof shall be furnished at no cost to the IEDC if requested.

(B) The Contractor acknowledges that it may be required to submit to an audit of funds paid through this Agreement. Any such audit shall be conducted in accordance with Indiana Code ch. 5-11-1 *et seq.* and any audit guidelines specified by the IEDC.

6. USE OF THE IEDC NAME

The IEDC has not granted any rights to use its name, trademark, intellectual property, or logos. The Contractor agrees that it will not use the name or intellectual property, including but not limited to IEDC trademarks or logos, in any manner, including commercial advertising or as a business reference without the prior written consent of the IEDC. For any purposes outside those contemplated by this Agreement, and for which the IEDC's participation will be referenced, the IEDC shall have the right of review and approval of the use, disclosure, and the finished product prior to its publication. All such requests shall be made in writing and delivered to the IEDC for approval at its sole discretion.

7. AUTHORITY TO BIND CONTRACTOR

Notwithstanding anything in the Agreement to the contrary, the signatory for Contractor represents that he/she has been duly authorized to execute contracts on behalf of Contractor and has obtained all necessary or applicable approvals from the home office of Contractor to make this Agreement fully binding upon Contractor when his/her signature is affixed and is not subject to home office acceptance hereto when accepted by the IEDC.

8. CONFIDENTIALITY OF DATA, PROPERTY RIGHTS IN PRODUCTS, COPYRIGHT PROHIBITION AND OWNERSHIP OF DOCUMENTS AND MATERIALS

(A) Publication and dissemination of the project results are of fundamental importance to both the IEDC and the Contractor. Other than as limited in Section 14 below, the Contractor is free to publish in academic journals, present at symposia, or use any results arising out of the performance of this Contract for its own internal instructional

and research, or publication (*i.e.* graduate theses and dissertations) objectives. Any publications or presentations referencing the IEDC shall be made in accordance with this Article.

(B) The parties agree that all information, data, findings, recommendations, proposals, by whatever name described and in whatever form secured, developed, written or produced by the Contractor in furtherance of this Contract shall be available to IEDC for its use without additional charge to IEDC, except as specified in Exhibit A of this Agreement.

(C) The IEDC agrees to comply with the Contractor's usage requirements, the terms of which are set forth in Exhibit B.

(D) Use of these materials, other than related to Contract performance by the Contractor, that includes any reference to IEDC, without the prior written consent of IEDC, is prohibited. For any purposes outside those contemplated by this Contract, and for which IEDC's participation will be referenced, IEDC shall have the right of review and approval of the use, disclosure, and the finished product prior to its publication. All such requests shall be made in writing and delivered to the Agency Head or his/her designee. IEDC shall have sixty (60) days to review such requests and will respond in writing to the Contractor. If IEDC has not responded within sixty (60) days, the request will be deemed approved.

(E) Each party shall retain all right, title and interest in any patent, patent application, trade secret, know-how and other intellectual property that was owned by such party or its affiliate prior to the execution date of this Agreement ("Pre-existing Intellectual Property") and no license grant or assignment, express or implied, to any Pre-Existing Intellectual Property is intended by, or shall be inferred from, this Agreement.

(F) The Contractor and IEDC agree that the distribution of proceeds from any commercial licenses for patentable or copyrightable material developed as a result of this Contract, other than publications and presentations outlined in the preceding paragraph, shall be negotiated by the parties and shall be representative of the input of each party.

9. PROGRESS REPORTS

Contractor shall submit progress reports to the IEDC upon request. The progress reports shall serve the purpose of assuring the IEDC that work is progressing in a timely manner, and that completion can be reasonably assured on the scheduled date.

10. COMPLIANCE WITH LAWS

(A) Contractor agrees to comply with all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment of any state or federal statute or the promulgation of regulations thereunder after execution of this Agreement shall be reviewed by the IEDC and Contractor to determine whether the provisions of the Agreement require formal modification.

(B) Contractor and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State of Indiana, as set forth in Indiana Code ch. 4-2-6 et seq., the regulations promulgated thereunder, and Executive Order 04-08, dated April 27, 2004. If Contractor is not familiar with these ethical requirements, Contractor should refer any questions to the Indiana State Ethics Commission, or visit

the Indiana State Ethics Commission website at <http://www.in.gov/ethics/>. If Contractor or its agent violates any applicable ethical standards, the IEDC may, in its sole discretion, terminate this Agreement immediately upon notice to Contractor. In addition, Contractor may be subject to penalties under Indiana Code ch. 4-2-6, Indiana Code ch. 4-2-7, Indiana Code § 35-44-1-3 and other applicable law.

- (C) Contractor certifies by entering into this Agreement that neither it nor its principal(s) is presently in arrears in payment of its taxes, permit fees or other statutory, regulatory or judicially required payments to the State of Indiana or the IEDC. Further, Contractor agrees that any payments in arrears and currently due to the State of Indiana may be withheld from payments due to Contractor. Additionally, further work or payments may be withheld, delayed, or denied and/or this Agreement suspended until Contractor is current in its payments and has submitted proof of such payment to the IEDC.
- (D) Contractor warrants that it has no current or outstanding criminal, civil, or enforcement actions initiated by the State of Indiana pending, and agrees that it will immediately notify the IEDC of any such actions. During the term of such actions, Contractor agrees that the IEDC may delay, withhold, or deny work under any supplement or contractual device issued pursuant to this Agreement.
- (E) If a valid dispute exists as to the Contractor's liability or guilt in any action initiated by the IEDC or the State of Indiana or its agencies, and the IEDC decides to delay, withhold, or deny work to the Contractor, the Contractor may request that it be allowed to continue, or receive work, without delay.
- (F) Any payments that the IEDC may delay, withhold, deny, or apply under this paragraph shall not be subject to penalty or interest under Indiana Code ch. 5-17-5.
- (G) Contractor warrants that Contractor and its subcontractors, if any, shall obtain and maintain all required permits, licenses, and approvals, and shall comply with all health, safety, and environmental statutes, rules, or regulations applicable in connection with the services provided under this Agreement. Failure to do so is a material breach of the Agreement and grounds for immediate termination of this Agreement and denial of further work with the IEDC and the IEDC shall not be required to reimburse Contractor for any services performed when Contractor or its employees or subcontractors are not in compliance with such applicable standards, laws, rules or regulations. If licensure, certification or accreditation expires or is revoked, Contractor shall notify IEDC immediately and the IEDC, at its option, may immediately terminate this Agreement.
- (H) The Contractor affirms that, if it is an entity described in Title 23 of the Indiana Code, it is properly registered and owes no outstanding reports to the Indiana Secretary of State.

11. COMPLIANCE WITH TELEPHONE SOLICITATIONS ACT

As required by Indiana Code § 5-22-3-7:

- (A) the Contractor and any principals of the Contractor certify that
 - (1) the Contractor, except for de minimis and nonsystematic violations, has not violated the terms of
 - (a) Indiana Code tit. 24-4.7 [Telephone Solicitation of Consumers],
 - (b) Indiana Code ch. 24-5-12 [Telephone Solicitations], or
 - (c) Indiana Code ch. 24-5-14 [Regulation of Automatic Dialing Machines] in the previous three hundred sixty-five (365) days, even if Indiana Code tit. 24-4.7 is preempted by federal law; and

- (B) the Contractor will not violate the terms of Indiana Code tit. 24-4.7 for the duration of the Agreement, even if Indiana Code tit. 24-4.7 is preempted by federal law.
- (2) The Contractor and any principals of the Contractor certify that an affiliate or principal of the Contractor and any agent acting on behalf of the Contractor or on behalf of an affiliate or principal of the Contractor:
- (A) except for de minimis and nonsystematic violations, has not violated the terms of Indiana Code tit. 24-4.7 in the previous three hundred sixty-five (365) days, even if Indiana Code tit. 24-4.7 is preempted by federal law; and
 - (B) will not violate the terms of Indiana Code tit. 24-4.7 for the duration of the Agreement, even if Indiana Code tit. 24-4.7 is preempted by federal law.

12. CONDITION OF PAYMENT

All services provided by Contractor under this Agreement must be performed to the IEDC's reasonable satisfaction, as determined at the discretion of the IEDC, and in accordance with all applicable federal, state, local laws, ordinances, rules, and regulations. The IEDC shall not be required to pay for work found to be unsatisfactory, inconsistent with this Agreement or performed in violation of federal, state, or local laws.

13. CONTINUITY OF SERVICES

Contractor recognizes that the services under this Agreement are vital to the IEDC and must be continued without interruption and that, upon expiration of this Agreement, a successor, either the IEDC or another Contractor, may continue them. Contractor agrees to use its best efforts and cooperation to effect an orderly and efficient transition to a successor to provide the services contemplated hereby.

14. CONFIDENTIALITY OF IEDC INFORMATION

(A) Contractor understands and agrees that data, materials, and information disclosed to Contractor may contain confidential and protected data. Therefore, Contractor promises and assures that data, material, and information disclosed to Contractor, its subcontractors, or employees by the IEDC for the purpose of this Agreement, and specifically identified as confidential information will not be disclosed to others or discussed with other parties without the prior written consent of the IEDC.

(B) To the extent that a non-disclosure and confidentiality agreement executed by the Contractor is more restrictive, the terms of the non-disclosure and confidentiality agreement shall control.

15. CONFLICT OF INTEREST

(A) As used in this paragraph:

- (1) "Immediate family" means the spouse and the unemancipated children of an individual.
- (2) "Interested party" means:
 - (a) The individual executing this Agreement;
 - (b) An individual who combined with his immediate family has an equity interest of one percent (1%) or more of the Contractor, if the Contractor is not an individual; or
 - (c) Any member of the immediate family of an individual specified under subdivision 1 or 2.
- (3) "Commission" means the State Ethics Commission.

- (4) "Department" means the Indiana Economic Development Corporation.
- (B) The Department may cancel this Agreement without recourse by the Contractor if any interested party (i) is an employee of the State of Indiana or IEDC, (ii) is a state officer or special state appointee of the IEDC under Indiana Code ch. 4-2-6, or (iii) a public servant of the IEDC under Indiana Code ch. 35-44-1.
- (C) The Department will not exercise its right of cancellation under subparagraph (B.) above if the Contractor gives the Department an opinion by the Commission indicating that the existence of this Agreement and the employment, election or appointment by the State of Indiana of the interested party does not violate any statute or code relating to ethical conduct of state employees, officers and special state appointees of the IEDC. The Department may take action, including cancellation of this Agreement consistent with an opinion of the Commission obtained under this paragraph.
- (D) Contractor has an affirmative obligation under this Agreement to disclose to the Department when an interested party is or becomes an employee, officer or special state appointee of the State of Indiana. The obligation under this paragraph extends only to those facts that the Contractor knows or reasonably could know.

16. DEBARMENT AND SUSPENSION

- (A) Contractor certifies, by entering into this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this Agreement by any federal agency, branch of government, or by any department, agency or political subdivision of the State of Indiana. The term "principal" for purposes of this Agreement means an officer, director, owner, partner, key employee, or other person with primary management of supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of Contractor.
- (B) The Contractor certifies that it has verified the state and federal suspension and debarment status for all subcontractors receiving funds under this Agreement and shall be solely responsible for any recoupment, penalties or costs that might arise from use of a suspended or debarred subcontractor. The contractor shall immediately notify the IEDC if any subcontractor becomes debarred or suspended, and shall, at the IEDC's request, take all steps required by the State to terminate its contractual relationship with the subcontractor for work to be performed under this Agreement.

17. THE CONTRACTOR'S SERVICES

- (A) The Contractor shall not commence any additional services or change the scope of services unless and until authorized in writing by the IEDC. No claim for additional compensation shall be made.
- (B) The Contractor shall execute its responsibilities by following and applying at all times the highest professional and technical guidelines and standards.
- (C) The Contractor warrants that all personnel assigned to perform the services or other consultants or subcontractors engaged by the Contractor to perform the services are fully qualified and authorized to perform such services under the state and local laws. If the IEDC becomes dissatisfied with the work product of, or the working relationship with, any individuals assigned to work under this Agreement, the IEDC may request in writing the replacement of any or all such individuals, and the Contractor shall grant such request.

- (D) The IEDC shall, at all reasonable times, have the right to inspect the work, services or performance of the Contractor. The Contractor shall furnish all reasonable aid and assistance required by the IEDC for proper examination of the work or services. Such inspection shall not relieve the Contractor of any obligation to perform said services in accordance with the law or this Agreement.

18. DISPUTES

- (A) Should any disputes arise with respect to this Agreement, Contractor and the IEDC agree to act immediately to resolve such disputes. Time is of the essence in the resolution of disputes.
- (B) Contractor agrees that, the existence of a dispute notwithstanding, it will continue without delay to carry out all its responsibilities under this Agreement that are not affected by the dispute. Should Contractor fail to continue to perform its responsibilities regarding all non-disputed work, without delay, any additional costs incurred by the IEDC or Contractor as a result of such failure to proceed shall be borne by Contractor, and Contractor shall make no claim against the IEDC for such costs. If the IEDC and Contractor cannot resolve a dispute within ten (10) working days following notification in writing by either party of the existence of a dispute then the following procedure shall apply:
- (1) The parties agree to resolve such matters through submission of their dispute to the Commissioner of the Indiana Department of Administration. The Commissioner shall reduce a decision to writing and mail or otherwise furnish a copy thereof to Contractor and the IEDC within ten (10) working days after presentation of such dispute for action. The Commissioner's decision shall be final and conclusive unless either party mails or otherwise furnishes to the Commissioner, within ten (10) working days after receipt of the Commissioner's decision, a written appeal. Within ten (10) working days of receipt by the Commissioner of a written request for appeal, the decision may be reconsidered. If no reconsideration is provided within ten (10) working days, the parties may mutually agree to submit the dispute to arbitration for a determination, or otherwise the dispute may be submitted to an Indiana court of competent jurisdiction.
- (2) The IEDC may withhold payments on disputed items pending resolution of the dispute. The unintentional nonpayment by the IEDC to Contractor of one or more invoices not in dispute in accordance with the terms of this Agreement will not be cause for Contractor to terminate this Agreement, and Contractor may bring suit to collect these amounts without following the disputes procedure contained herein.

19. DRUG-FREE WORKPLACE CERTIFICATION

- (A) The Contractor hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace during the term of this Agreement. Contractor will give written notice to the IEDC within ten (10) days after receiving actual notice that the Contractor, or an employee of the Contractor in the State of Indiana has been convicted of a criminal drug violation occurring in Contractor's workplace.
- (B) It is further expressly agreed that a false certification, a violation of the certification or the failure of the Contractor to in good faith comply with the terms of this Paragraph shall constitute a material breach of this Agreement and shall entitle the IEDC to impose, or

may otherwise result in, sanctions against the Contractor including, but not limited to, suspension of contract payments, the termination of this Agreement and/or the debarment of the Contractor from doing further business with the Contractor and the State of Indiana for up to three (3) years.

- (C) In addition to the provisions of above paragraphs, if the total Agreement amount set forth in the Agreement is in excess of Twenty-Five Thousand Dollars (\$25,000.00), Contractor hereby further agrees that this Agreement is expressly subject to the terms, conditions and representations of the following Certification:

This certification is required by Executive Order No. 90-5, April 12, 1990, issued by the Governor of Indiana. Pursuant to its delegated authority, the Indiana Department of Administration is requiring the inclusion of this certification in all contracts with and contracts from the State of Indiana in excess of \$25,000.00. No award of a contract shall be made, and no grant, purchase order or agreement, the total amount of which exceeds \$25,000.00, shall be valid, unless and until this certification has been fully executed by the Contractor and made part of the contract or agreement as part of the contract documents.

The Contractor certifies and agrees that it will provide a drug-free workplace by:

- (1) Publishing and providing to all of its employees a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; and
- (2) Establishing a drug-free awareness program to inform employees about:
 - (a) The dangers of drug abuse in the workplace;
 - (b) The Contractor's policy of maintaining a drug-free workplace;
 - (c) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (d) The penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace.
- (3) Notifying all employees in the statement required by subparagraph 1 above that as a condition of continued employment the employee will:
 - (a) Abide by the terms of the statement; and
 - (b) Notify the Contractor of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- (4) Notifying in writing the Contractor within ten (10) days after receiving notice from an employee under subparagraph (3)(b) above, or otherwise receiving actual notice of such conviction; and
- (5) Within thirty (30) days after receiving notice under subparagraph (3)(b) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace:

- (a) Take appropriate personnel action against the employee, up to and including termination; or
 - (b) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purpose by a Federal, State or local health, law enforcement, or other appropriate agency; and
- (6) Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (1) through (5) above.

20. RESERVED

21. MISCELLANEOUS

- (A) No right conferred on either party under this Agreement shall be deemed waived and no breach of this Agreement excused, unless such waiver or excuse is in writing and signed by the party claimed to have waived such right. Neither the IEDC's review, approval, or acceptance of, nor payment for the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and the Contractor shall be and remain liable to the IEDC in accordance with applicable law for all damages to the IEDC caused by the Contractor's negligent performance of any of the services furnished under this Agreement.
- (B) This Agreement constitutes the entire agreement between the parties. No understandings, agreements, or representations, oral or written, not specified within this Agreement will be valid provisions of this Agreement. This Agreement may not be modified, supplemented, or amended, in any manner, except by written agreement signed by all necessary parties.
- (C) The Contractor understands that this Agreement is a public record subject to request pursuant to Indiana Code ch. 5-14-3 and its exemptions. Use by the public of the information contained in this Agreement shall not be considered an act of the IEDC or the State.
- (D) The invalidity of any paragraph, section, subsection, clause or provision of the Agreement shall not affect the validity of the remaining paragraphs, sections, subsections, clauses or provisions of the Agreement.
- (E) This Agreement shall be deemed to be substantially performed only when fully performed according to its terms and conditions and any written modification thereof.
- (F) This Agreement may be executed through an original or through a facsimile copy, and in duplicates or through counterparts, each of which shall be deemed to be an original, and all of which shall constitute but one and the same Agreement.
- (G) Both parties hereto, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint venturers or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever. For the avoidance of doubt, The Contractor's personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of the State. Neither party will

assume liability for any injury (including death) to any persons, or damage to any property arising out of the acts or omissions of the agents, employees or subcontractors of the other party.

(H) Nothing in this Agreement shall be construed to confer any rights or remedies on any third party not a signatory to this Agreement, including, but not limited to, the employees or sub-contractors of the Contractor.

22. GOVERNING LAW

This Agreement shall be construed in accordance with and governed by the laws of the State of Indiana without regard to principles of choice of law and suit, if any, must be brought in the State of Indiana, and the Contractor hereby consents to the personal jurisdiction of the Indiana state and federal courts.

23. RESERVED

24. INFORMATION TECHNOLOGY ENTERPRISE ARCHITECTURE REQUIREMENTS

If the Contractor provides any information technology related products or services to the IEDC, the Contractor shall comply with all Indiana Office of Technology (IOT) standards, policies and guidelines, which are online at <http://iot.in.gov/architecture/>. The Contractor specifically agrees that all hardware, software and services provided to or purchased by the IEDC shall be compatible with the principles and goals contained in the electronic and information technology accessibility standards adopted under Section 508 of the Federal Rehabilitation Act of 1973 (29 U.S.C. 794d) and Indiana Code ch. 4-13.1-3. Any deviation from these architecture requirements must be approved in writing by IOT in advance. The IEDC may terminate this Agreement for default if the Contractor fails to cure a breach of this provision within a reasonable time.

25. INSURANCE

Contractor shall secure and keep in force during the term of this Agreement, the insurance coverages requested by the IEDC to cover claims of any nature which may arise out of or result from this Agreement and shall furnish a certificate of insurance and all endorsements to the undersigned IEDC representative prior to the commencement of this Agreement. Contractor shall be responsible for providing all necessary unemployment and workers' compensation insurance for Contractor's employees.

26. ASSIGNMENT

The Contractor binds its successors and assignees to all the terms and conditions of this Agreement. The Contractor shall not assign or subcontract the whole or any part of this Agreement without the prior written consent of the IEDC. The Contractor agrees to bind all subcontractors, successors and assignees to all the terms and conditions of this Agreement. The Contractor shall specifically require each subcontractor, if any, who has access to the IEDC's confidential information in the course of performing any services to be bound by the confidentiality provisions in Paragraph 5 of this Agreement and, at the IEDC's discretion, to execute a non-disclosure agreement that is satisfactory to the IEDC.

27. NONDISCRIMINATION

Pursuant to Indiana Code § 22-9-1-10, the Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, Contractor and its sub-contractors shall not discriminate against any employee or applicant for employment related to this Agreement with respect to the hire, tenure, terms, conditions, or privileges of employment or any matter directly or indirectly related to employment, because of the race,

color, religion, sex, age disability, national origin or ancestry or status as a veteran. Breach of this covenant may be regarded as a material breach of contract. Acceptance of this Agreement by the Contractor also signifies compliance with applicable federal and state laws and regulations prohibiting the aforementioned discrimination in the provision of services.

28. NOTICE TO PARTIES

Whenever any notice, statement or other communication is required under this Agreement, it shall be sent to the following address, unless otherwise specifically advised.

(A) Notices to the IEDC shall be sent to:
INDIANA ECONOMIC DEVELOPMENT CORPORATION
Attn: General Counsel
One North Capitol Avenue, Suite 700
Indianapolis, IN 46204-2288

(B) Notices to the Contractor shall be sent to:

<u>Administrative:</u>	<u>Programmatic:</u>
Trisha Adams, Manager	Jerry Conover, Director
Office of Research Administration	Indiana Business Research Center
Indiana University	Kelley School of Business, Indiana University
509 E. 3 rd Street	100 S. College Avenue, Suite 240
Bloomington, IN 47401	Bloomington, IN 47404-5163

Notice from the IEDC to the Contractor may be provided via electronic mail to the Contractor's electronic mail address or via certified, registered, or first-class U.S. mail at the option of the IEDC. Notice from the IEDC shall be deemed delivered upon dispatch. Any change in contact information must be provided in writing by the Contractor to the IEDC. Notices, statements, or other communications from the Contractor to the IEDC shall be deemed delivered when received.

29. ATTORNEY'S FEES

The IEDC will in good faith perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law, in part, Indiana Code ch. 5-17-5, Indiana Code ch. 34-54-8, and Indiana Code ch. 34-13-1. Notwithstanding the provisions contained in Indiana Code ch. 5-17-5, the parties stipulate and agree that any liability resulting from the IEDC's failure to make prompt payment shall be based solely on the amount of funding originating from the State of Indiana and shall not be based on funding from federal or other sources.

30. TERMINATION FOR CONVENIENCE AND FUNDING CANCELLATION

(A) This Agreement may be terminated, in whole or in part, by the IEDC whenever, for any reason, with or without cause, the IEDC determines that such termination is in its best interest. Termination of services shall be effected by delivery to the Contractor of a Termination Notice at least thirty (30) days prior to the termination effective date, specifying the extent to which performance of services under such termination becomes effective. The Contractor shall be compensated for services properly rendered prior to the effective date of termination. The IEDC will not be liable for services performed after the effective date of termination. The Contractor shall be compensated for services herein provided but in no case shall total payment made to the Contractor exceed the original contract price or shall any price increase be allowed on individual line items if canceled in whole or in part prior to the original termination date.

(B) When the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this Agreement, the Agreement shall be canceled. A determination by the Budget Director that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

(C) Any provisions which, by their nature, are intended to apply after termination of this Agreement shall survive termination of the Agreement, including but not limited to provisions for payment of amounts owed for work performed under the Agreement, disclaimer of warranty, limitation of liability, and intellectual property clauses.

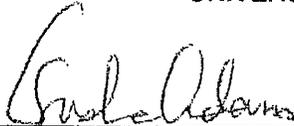
31. NON-COLLUSION AND ACCEPTANCE

The undersigned attests, subject to the penalties for perjury, that he/she is the contracting party, or that he/she is the representative, agent, member or officer of the contracting party, that he/she has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him/her, directly or indirectly, to the best of his/her knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this agreement other than that which appears upon the face of the Agreement.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

In Witness Whereof, Contractor and the Indiana Economic Development Corporation have, through duly authorized representatives, entered into this Agreement. The parties having read and understand the foregoing terms of the contract do by their respective signatures dated below hereby agree to the terms thereof.

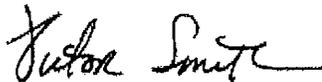
**THE TRUSTEES OF INDIANA UNIVERSITY ON BEHALF OF
THE INDIANA BUSINESS RESEARCH CENTER, KELLY SCHOOL OF BUSINESS, INDIANA
UNIVERSITY**



9/24/15

TRISHA ADAMS, GRANT SERVICES MANAGER

INDIANA ECONOMIC DEVELOPMENT CORPORATION



Digitally signed by Victor P. Smith
DN: cn=Victor P. Smith, o=IEDC,
ou=Secretary of Commerce,
email=vsmith@ledc.in.gov, c=US
Date: 2015.10.05 10:33:26 -04'00'

VICTOR P. SMITH, SECRETARY OF COMMERCE

Date: _____

STATE BUDGET AGENCY



BRIAN E. BAILEY, DIRECTOR

Date: 10/26/15

Exhibit A

DESCRIPTION OF SERVICES

The Indiana Economic Development Corporation (IEDC) oversees the state's Regional Cities Initiative (RCI), which aims to enhance Indiana's business climate and talent pool. The IEDC seeks to provide Indiana communities and regions with information and tools to advance their potential for investment stemming from economic development and attraction activities.

The Indiana Business Research Center (IBRC) will develop an analysis model/tool to estimate the return on investment (ROI) in development projects proposed for RCI support. Given assumptions about the scale of a project proposed for a given region, the model will estimate the project's prospective economic impact in the region, helping users assess the expected return on investment in the project.

- I. Methodology and Scope of Work
 - A. In response to IEDC's request, the IBRC has developed an analytical model and Excel workbook tool to facilitate assessing the impacts of projects proposed by RCI applicants, based on potential tax revenues created by significant investment in major economic and community development projects. In developing the model, the IBRC ran several different scenarios, sharing the results with IEDC, to yield an approach that is applicable across a range of situations.
 - B. Because the economic interrelationships among industries vary from region to region, the underlying ROI model must be specified separately for each region where it is to be applied. That is, a model constructed to represent one region will not provide reliable results if applied to another region. Thus, the IBRC will create a unique version of the model for each RCI region as requested by IEDC. The resulting tool will let the user plug in the applicant's assumptions about jobs created and/or dollars invested for each industry involved in proposed projects, and the tool will generate the corresponding impacts.
 - C. IEDC will communicate with each RCI regional applicant regarding use of the ROI tool. The applicant will identify to IEDC all counties included in its region; the IEDC will then forward this list to the IBRC to generate a customized version of the tool. The IBRC will run the model for the specified region and return to IEDC the resulting Excel file (including instructions on using the tool). IEDC staff may use this tool within the agency to generate impact estimates, given assumptions from the applicant concerning project inputs.
- II. Timetable and Fees
 - A. Once complete information on all counties comprising a region is provided, the typical turnaround time following the request from IEDC until the IBRC delivers the customized regional tool is expected to be approximately one week.
 - B. Upon execution of this agreement, IEDC will be invoiced a fee of \$6,000 to cover development of the ROI tool (item 1 above).
 - C. For each RCI region seeking use of the tool, IEDC will forward to IBRC a list of the specific counties included in the region. IBRC will then prepare the corresponding regional model and return to IEDC a version of the Excel tool customized for that region, along with an invoice in the amount of \$250 to cover this customization work.
 - D. Should any modifications be required after a model is correctly run on the specified set of counties (e.g., if the applicant region chooses to revise the set of counties included in its region), an additional \$200 charge will be invoiced to IEDC for modification of the region's model/tool.
 - E. The IBRC will, upon request, provide one session of up to 90 minutes with IEDC staff for hands-on training on the use of the ROI tool at no charge. For any subsequent training or

consultation with IBRC staff regarding use of the tool, IEDC will be invoiced at the rate of \$75 per hour.

F. Notwithstanding the foregoing, the total amount payable under this Agreement shall not exceed \$10,000.

Exhibit B

Usage Agreement

- A. The tool takes the form of an Excel workbook that estimates the changes in a region's employment and its economic output from spending a given amount of money, or employing a given number of workers, associated with a specified economic project (e.g., building new plant and equipment and/or hiring more works in a given industry). These calculations involve proprietary data that may not be provided directly to non-subscribers.
- B. Accordingly, the IEDC agrees that results of the tool's calculations will be shared by IEDC with applicant parties only in the format of a values-only copy of the results sheet from the tool workbook, containing no formulas or underlying data, and none of the other worksheets of the tool. The parties agree that this approach to providing the results to applicants will not divulge the proprietary data.