



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: A102-7-ITD-16-001
2. Date prepared: 8/22/2016

3. CONTRACTS & LEASES

X Professional/Personal Services
Grant
Lease
Attorney
MOU
QPA
Contract for procured Services
Maintenance
License Agreement
Amendment#
Renewal #
Other

FISCAL INFORMATION

4. Account Number:
5. Account Name: INTERNATIONAL TRADE
6. Total amount this action: \$42,500.00
7. New contract total: 42,500.00
8. Revenue generated this action: \$0.00
9. Revenue generated total contract: \$0.00
10. New total amount for each fiscal year:
Year 2017 \$42,500.00
Year \$
Year \$
Year \$

TIME PERIOD COVERED IN THIS EDS

11. From (month, day, year): 7/1/2016
12. To (month, day, year): 12/31/2016
13. Method of source selection: X Negotiated
Bid/Quotation
Emergency
Special Procurement
RFP#
Other (specify)

AGENCY INFORMATION
14. Name of agency: Economic Development Corp
15. Requisition Number: 000006215

16. Address: IN Economic Development Corp
Central Office
1 N CAPITOL AVE STE 700
INDIANAPOLIS, IN 46204-2040

AGENCY CONTACT INFORMATION

17. Name: Michael Luciani
18. Telephone #: 317.233.4336
19. E-mail address: mluciani@iedc.in.gov

COURIER INFORMATION

20. Name: Joyce Weidner
21. Telephone #: 317.234.5670
22. E-mail address: Joweidner@iedc.in.gov

VENDOR INFORMATION

23 Vendor ID #: 0000211374
24. Name: STATE OF INDIANA JAPAN OFFICE
25. Telephone #: N/A
26. Address: ICHINOSE BLDG 3F 3-5-11
TOSHIKAZU SUZUKI
TOKYO, 13 102-0083
27. E-mail address: tsuzuki@investindiana.com

28. Is the vendor registered with the Secretary of State? (Out of State Corporations, must be registered) Yes X No

29. Primary Vendor: M/WBE/IN-Vetera
Minority: Yes X No
Women: Yes X No
IN-Veteran Yes X No
30. Primary Vendor Percentages
100.0 %

31. Sub Vendor: M/WBE/IN-Veteran
Minority: Yes X No
Women: Yes X No
IN-Veteran Yes X No
32. If yes, list the %:
Minority: %
Women: %
IN-Veteran %

33. Is there Renewal Language in Yes X No
34. Is there a "Termination for Convenience" clause in the document? X Yes 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.5-28-5

37. Description of work and justification for spending money. (Please give a brief description of the scope of work included in this agreement.)
The Contractor shall work to transfer control and operation of the IFDC Japan Office to the successor designated by the IFDC. Upon completion of the transition the contractor shall work as a consultant to assist the successor as necessary.

38. Justification of vendor selection and determination of price reasonableness:
THIS IS ONE OF FOUR OVERSEAS OFFICES ESTABLISHED FOR THE PURPOSE OF ASSISTING INDIANA WITH FOREIGN DIRECT INVESTMENT AND ADDITIONAL SERVICES. THIS IS A VITAL NETWORK THAT ASSISTS IN ESTABLISHING FOREIGN TIES WITH BUSINESSES AND OTHER LIASONS.

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

40. Agency fiscal officer or representative approval: [Signature]
41. Date Approved
42. Budget agency approval: TB
43. Date Approved: 8/29/16
44. Attorney General's Office approval
45. Date Approved
46. Agency representative receiving from AG
47. Date Approved



TRANSITION SERVICES AND CONSULTING SERVICES CONTRACT

This Transition Services and Consulting Services Contract (this “**Contract**”) is entered into effect as of the 1st day of July, 2016, by and between the **INDIANA ECONOMIC DEVELOPMENT CORPORATION** (the “**IEDC**”) and **Toshikazu Suzuki** (the “**Contractor**”).

WHEREAS, the parties entered into a certain professional services contract (EDS # A102-4-ITD-16-10614) for the Contractor to assist with Indiana foreign direct investment, which expired June 30, 2016;

WHEREAS, the parties desire to enter into this new Contract for the Contractor to transition his services to the successor designated by the IEDC;

NOW THEREFORE, in consideration of the above recitals and the mutual promises, obligations and stipulations contained herein, the parties hereby agree as follows:

1. DUTIES OF CONTRACTOR.

The Contractor shall provide to the IEDC certain transition services and consulting services to the successor, as designated by the IEDC and as set forth in **Exhibit A**, which is attached hereto and made a part hereof.

2. CONSIDERATION.

(A) All services performed by the Contractor under this Contract must be authorized by the IEDC. Notwithstanding the foregoing or anything herein to the contrary, total remuneration under this Contract shall not exceed **\$42,500.00** (the “**Contract Amount**”). Unless otherwise indicated in this Contract, remuneration shall be in US dollars (“**USD**”).

(B) The Contractor shall be compensated as follows:

- 1) The amount of \$12,500.00 (¥1,250,000) for transition services rendered by the Contractor from July 1, 2016 to July 31, 2016 (hereinafter referred to as the “**Transition Services Period**”). This remuneration amount will be paid in Japanese Yen. Currency fluctuations will be absorbed by increasing or reducing, as the case may be, Contractor’s compensation for consulting services, which is set forth in Paragraph 2(B)(2), immediately below. Funds will be transferred from the State of Indiana to the IEDC Japan Office in USD with the currency conversion taking place in Japan.
- 2) The amount of \$30,000.00 for consulting services rendered from August 1, 2016 to December 31, 2016 (“hereinafter referred to as the “**Consulting Services Period**”). The consulting services amount shall be payable in monthly installments of \$6,000.00. During the Consulting Services Period, the parties agree that sole remuneration payable to the Contractor shall be the per month installments.
- 3) The foregoing compensation shall be paid to the Contractor in accordance with Paragraph 2(F).

- 4) The IEDC's obligation to pay foregoing amounts are subject to Paragraph 11 herein.
- (C) During the Transition Services Period, the Contractor must obtain prior written approval from the Executive Vice President & Chief of Staff of the IEDC before making expenditures from the following categories:
- 1) Travel. Any travel outside of Japan.
 - 2) Exhibiting at a trade show or advance payment of seminar presentation fees.
 - 3) Salaries and Wages. The hiring of new full time or part time staff for administration.
 - 4) Gifts. Any gift exceeding \$50.00 in value for clients and potential clients. All gifts regardless of value to government officials must be approved by the IEDC.
 - 5) Expenditures exceeding ¥500,000 or \$5,000.00, whichever amount is lesser.
- (D) During the Consulting Services Period the Contractor shall not be entitled to make any expenditures attributable to the IEDC, including those set forth in Paragraph 2(C) of this Contract.
- (E) Under no circumstances shall the Contractor be entitled to be compensated for any services (transition services, consulting services, or otherwise) not specifically set forth herein. By the Contractor's signature to the Contract, the Contractor will be deemed to have waived and disclaimed any litigation, whether against the IEDC or its duly appointed successor to the Contractor in the IEDC Regional Office in Japan or both, to claiming entitlement other than that provided for in the terms of the Contract.
- (F) Payment of Contractor's invoices.
- 1) The Contractor shall submit all invoices for payment to the IEDC at processing@iedc.in.gov.
 - 2) Subject always to Paragraphs 11 and 12 herein and provided that the Contractor completes those transition services set forth in **Exhibit A**, the Contractor's invoice for transition services shall be paid by the IEDC by **July 25, 2016**.
 - 3) Subject always to Paragraphs 11 and 12 herein and provided that the Contractor completes the consulting services set forth in **Exhibit A**, the Contractor's invoice(s) for consulting services, shall be paid in monthly installments.
- (G) Notwithstanding anything therein to the contrary, the parties acknowledge that the IEDC shall not be responsible for the payment for expenses accrued, if such accrued expenses are not presented to the IEDC on or before **July 31, 2016**. For purposes of clarity, the

Contractor shall not be paid for any expenses accrued during the Consulting Services Period.

3. TERM.

(A) This Contract shall commence on **July 1, 2016** and shall remain in effect through **December 31, 2016**, or unless earlier terminated in accordance with the provisions of this Contract (the "**Expiration Date**"). The Contractor understands and agrees that services shall be provided to the IEDC for this term as follows:

(1) The Contractor's transition services shall be provided to the IEDC during the Transition Services Period.

(2) The Contractor's consulting services shall be provided to the IEDC during the Consulting Services Period.

(B) In no event shall payments be made for work done or services performed after the Expiration Date.

4. ACCESS TO RECORDS.

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 Contract. The Contractor shall make such materials available at his/her respective office at all reasonable times during the Contract period, and for three (3) years from the date of final payment under the Contract, 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.

5. ASSIGNMENT.

The Contractor binds its successors and assignees to all the terms and conditions of this Contract. The Contractor shall not assign or subcontract the whole or any part of this Contract without the IEDC's prior written consent. The Contractor may assign its right to receive payments to such third parties as the Contractor may desire without the prior written consent of the IEDC, provided that the Contractor gives written notice (including evidence of such assignment) to the IEDC five (5) days in advance of any payment so assigned. The assignment shall cover all unpaid amounts under this Contract and shall not be made to more than one party.

6. AUDITS.

The Contractor shall submit to an audit of funds, as set forth below and in accordance with **Exhibit A**. The audit shall be conducted in accordance with Indiana Code § 5-11-1 *et seq.* and any audit guidelines specified by the IEDC. The Contractor shall provide, in the English language, the audit report and any additional documentation, as requested by the IEDC, to the IEDC by no later than **July 24, 2016**. Audit documents must be submitted to the IEDC at reports@iedc.in.gov. The

Contractor shall be responsible for its own costs to conduct the audit and to provide copies of such audit to the IEDC.

7. AUTHORITY TO BIND CONTRACTOR.

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

8. CHANGES IN WORK.

The Contractor shall not commence any additional work or change the scope of the work until authorized in writing by the IEDC. No claim for additional compensation shall be made in the absence of a prior written approval executed by all signatories hereto. This Contract may only be amended, supplemented or modified by a written document executed in the same manner as this Contract.

9. COMPLIANCE WITH LAWS.

- (A) The 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 Contract shall be reviewed by the IEDC and the Contractor to determine whether the provisions of the Contract require formal modification.
- (B) The 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 § 4-2-6 *et seq.*, the regulations promulgated thereunder, and Executive Order 04-08, dated April 27, 2004. If the Contractor is not familiar with these ethical requirements, the Contractor should refer any questions to the Indiana State Ethics Commission, or visit the Indiana State Ethics Commission website at <http://www.in.gov/ig/>. If the Contractor violates any applicable ethical standards, the IEDC may, in its sole discretion, terminate this Contract immediately upon notice to the Contractor. In addition, the Contractor may be subject to penalties under Indiana Code § 4-2-6, Indiana Code § 4-2-7, Indiana Code § 35-44.1-1-4 and other applicable law.
- (C) The Contractor certifies by entering into this Contract 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, the Contractor agrees that any payments in arrears and currently due to the State of Indiana may be withheld from payments due to the Contractor. Additionally, further work or payments may be withheld, delayed, or denied and/or this Contract suspended until the Contractor is current in its payments and has submitted proof of such payment to the IEDC.

- (D) The 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, the Contractor agrees that the IEDC may delay, withhold, or deny work under any supplement or contractual device issued pursuant to this Contract.
- (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. The Contractor must submit, in writing, a request for review to the Indiana Department of Administration ("IDOA") following the procedures for disputes outlined herein. A determination by IDOA shall be binding on the parties.
- (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 § 5-17-5.
- (G) The Contractor warrants that the 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 Contract. Failure to do so is a material breach of the Contract and grounds for immediate termination of this Contract and denial of further work with the IEDC and the IEDC shall not be required to reimburse the Contractor for any services performed when the 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, the Contractor shall notify IEDC immediately and the IEDC, at its option, may immediately terminate this Contract.
- (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.
- (I) The Contractor affirms that he will conform will all applicable laws including tax laws of the countries in which he resides and works on behalf of the IEDC.

10. 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 § 24-4.7 [Telephone Solicitation of Consumers];
 - (b) Indiana Code § 24-5-12 [Telephone Solicitations]; or

- (c) Indiana Code § 24-5-14 [Regulation of Automatic Dialing Machines] in the previous three hundred sixty-five (365) days, even if Indiana Code § 24-4.7 is preempted by federal law; and
 - (2) The Contractor will not violate the terms of Indiana Code § 24-4.7 for the duration of this Contract, even if Indiana Code § 24-4.7 is preempted by federal law.
- (B) 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:
- (1) Except for de minimis and nonsystematic violations, has not violated the terms of Indiana Code § 24-4.7 in the previous three hundred sixty-five (365) days, even if Indiana Code § 24-4.7 is preempted by federal law; and
 - (2) Will not violate the terms of Indiana Code § 24-4.7 for the duration of this Contract, even if Indiana Code § 24-4.7 is preempted by federal law.

11. CONDITION OF PAYMENT.

All services provided by the Contractor under this Contract 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 Contract or performed in violation of federal, state, or local laws. The IEDC shall issue the Contractor written notice that the Contractor has fulfilled his consulting services set forth in this Contract, including Paragraph 12.

12. CONTINUITY OF SERVICES.

- (A) The Contractor recognizes that the service(s) to be performed under this Contract are vital to the IEDC and must be continued without interruption and that, upon Contract expiration, a successor, either the IEDC or another contractor, may continue them. The 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.
- (B) Effective **August 1, 2016**, the Contractor shall no longer be required to report to the IEDC Regional Office in Japan; however, the Contractor shall remain available to assist the successor designated by the IEDC as necessary.
- (C) The Contractor shall ensure that all services and duties are successfully transitioned to the successor, including the Contractor assisting the successor with the assignment and transfer to said successor of all equipment, office or other leases, transfer of bank accounts, and other items.

- (D) The Contractor may discontinue assistance upon receipt of the IEDC's written notice (Paragraph 11). The parties reasonably anticipate a successful transition to the successor by **December 31, 2016**.

13. CONFIDENTIALITY OF INFORMATION.

- (A) The Contractor understands and agrees that data, materials, and information disclosed to the Contractor may contain confidential and protected data. Therefore, the Contractor promises and assures that data, material, and information disclosed to the Contractor by the IEDC for the purpose of this Contract, 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) The parties acknowledge that the services to be performed by the Contractor for the State under this contract may require or allow access to data, materials, and information containing Social Security numbers or other personal information maintained by the State in its computer system or other records. In addition to the covenant made above in this Paragraph 13 and pursuant to 10 IAC 5-3-1(4), the Contractor and the State agree to comply with the provisions of Indiana Code § 4-1-10 and Indiana Code § 4-1-11. If any Social Security number(s) or personal information (as defined in Indiana Code § 4-1-11-3) is/are disclosed by the Contractor, the Contractor agrees to pay the cost of the notice of disclosure of a breach of the security of the system in addition to any other claims and expenses for which it is liable under the terms of this Contract.

15. DEBARMENT & SUSPENSION.

- (A) The Contractor certifies, by entering into this Contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this Contract 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 Contract 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 the Contractor.

- (B) The Contractor certifies that it has verified the state and federal suspension and debarment status for all subcontractors receiving funds under this Contract 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 State if any subcontractor becomes debarred or suspended, and shall, at the State's request, take all steps required by the State to terminate its contractual relationship with the subcontractor for work to be performed under this Contract.

16. DEFAULT BY STATE.

[Deleted by mutual agreement of the parties.]

17. DISPUTES.

- (A) Should any disputes arise with respect to this Contract, the Contractor and the IEDC agree to act immediately to resolve such disputes. Neither party shall be required to submit to binding arbitration for the resolution of disputes. Time is of the essence in the resolution of disputes.
- (B) The Contractor agrees that, the existence of a dispute notwithstanding, it will continue, without delay, to carry out all of its responsibilities under this Contract that are not affected by the dispute. Should the Contractor fail to continue to perform its responsibilities regarding all non-disputed work or services, without delay, any additional costs incurred by the IEDC or the Contractor as a result of such failure to proceed shall be borne by the Contractor, and the Contractor shall make no claim against the IEDC for such costs.

18. DRUG-FREE WORKPLACE CERTIFICATION.

As required by Executive Order No. 90-5 dated April 12, 1990, issued by the Governor of Indiana, the Contractor hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. The 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 the workplace. False certification or violation of this certification may result in sanctions including, but not limited to, suspension of contract payments, termination of this Contract and/or debarment of contracting opportunities with the State for up to three (3) years.

In addition to the provisions of the above paragraph, if the total amount set forth in this Contract is in excess of \$25,000.00, the Contractor certifies and agrees that it will provide a drug-free workplace by:

- (A) Publishing and providing to all of its employees, if applicable, a statement notifying them 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;
- (B) Establishing a drug-free awareness program to inform its employees, if applicable, of (1) the dangers of drug abuse in the workplace; (2) the Contractor's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace;
- (C) Notifying all employees, if applicable, in the statement required by subparagraph (A) above that as a condition of continued employment, the employee will (1) abide by the terms of the statement; and (2) 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;

- (D) Notifying the State in writing within ten (10) days after receiving notice from an employee, if applicable, under subdivision (C)(2) above, or otherwise receiving actual notice of such conviction;
- (E) Within thirty (30) days after receiving notice under subdivision (C)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee, if applicable, who is convicted of drug abuse violations occurring in the workplace: (1) taking appropriate personnel action against the employee, up to and including termination; or (2) requiring such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency; and
- (F) Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (A) through (E) above.

19. EMPLOYEE OPTION.

[Deleted by mutual agreement of the parties]

20. FUNDING CANCELLATION.

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 Contract, the Contract 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.

21. GOVERNING LAW.

This Contract 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.

22. INDEMNIFICATION.

The Contractor agrees to indemnify, defend, and hold harmless the IEDC and its agents, officials, and employees from all loss or damages, incurred by the IEDC as a result of a breach of any duty owed by the Contractor to the IEDC as a client or as a result of a breach of this Contract. The IEDC shall not provide such indemnification to the Contractor.

23. INDEPENDENT CONTRACTOR.

Both parties hereto, in the performance of this Contract, 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. 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.

The Contractor shall be responsible for providing all necessary unemployment and workers' compensation insurance for the Contractor's employees.

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 § 4-13.1-3. Any deviation from these architecture requirements must be approved in writing by IOT in advance. The IEDC may terminate this Contract for default if the Contractor fails to cure a breach of this provision within a reasonable time.

25. INSURANCE.

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

26. KEY PERSON(S).

This Contract will be performed under the direction of **Toshikazu Suzuki** (the "Principal"). In the event the Principal is unable or unwilling to continue providing the services under this Contract, the IEDC may suspend or terminate this Contract. Nothing in this Paragraph 26 shall be construed to prevent the Contractor from using the services of others to perform tasks ancillary to those tasks include secretarial, clerical, and common labor duties. The Contractor shall, at all times, remain responsible for the performance of all necessary tasks, whether performed by a key person or others.

27. MERGER & MODIFICATION.

This Contract constitutes the entire agreement between the parties. No understandings, agreements, or representations, oral or written, not specified within this Contract will be valid provisions of this Contract. This Contract may not be modified, supplemented, or amended, in any manner, except by written agreement signed by all necessary parties.

28. 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, the Contractor and its sub-contractors shall not discriminate against any employee or applicant for employment related to this Contract 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 Contract also signifies compliance with applicable federal and state laws and regulations prohibiting the aforementioned discrimination in the provision of services.

29. NOTICE TO PARTIES.

(A) Whenever any notice, statement, or other communication (“**Notice**”) is required under this Contract, it shall be sent to the following address, unless otherwise advised in writing:

(1) 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
reports@iedc.in.gov

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

Toshikazu Suzuki
State of Indiana - Japan Office
BUREX Kyobashi Suite 603
2-7-14 Kyobashi, Chuo-Ku, Tokyo 104-0031

(B) Any change in the Contractor’s contact information must be provided in writing by the Contractor to the IEDC in accordance with this Paragraph 29.

(C) Notice shall be provided via electronic mail to the Contractor’s electronic mail address and via certified, registered, or first-class U.S. mail at the option of the IEDC. Notice shall be deemed delivered upon dispatch.

30. ORDER OF PRECEDENCE.

Any inconsistency or ambiguity in this Contract shall be resolved by giving precedence in the following order: (1) this Contract (including its exhibits), (2) IEDC guidelines (incorporated by reference), (3) all request for proposal requirements and guidelines, and (4) the proposal submitted by the Contractor. All of the foregoing documents and attachments are incorporated herein fully by reference.

31. OWNERSHIP OF DOCUMENTS & MATERIALS.

- (A) Upon expiration or termination of this Contract or upon request of the IEDC, the Contractor will transfer to the IEDC all the materials in the Contractor's possession prepared for the IEDC or provided to the Contractor by the IEDC for that financial analysis. Upon expiration or termination of this Contract or upon request of the IEDC, the Contractor will transfer to the IEDC all the materials in the Contractor's possession prepared for or provided by the IEDC under this Contract.
- (B) All documents, records, programs, data, film, tape, articles, memoranda, and other materials not developed or licensed by the Contractor prior to execution of this Contract, but specifically developed under this Contract shall be considered "work for hire" and the Contractor transfers any ownership claim to the IEDC and all such materials will be the property of the IEDC. Use of these materials, other than related to contract performance by the Contractor, without the prior written consent of the IEDC, is prohibited. During the performance of this Contract, the Contractor shall be responsible for any loss of or damage to these materials developed for or supplied by the IEDC and used to develop or assist in the services provided while the materials are in the possession of the Contractor. Any loss or damage thereto shall be restored at the Contractor's expense. The Contractor shall provide the IEDC full, immediate, and unrestricted access to the work product during the term of this contract.

32. PAYMENTS.

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. For forms and additional information see the Auditor of State's website at www.in.gov/auditor/forms.

33. PENALTIES/INTEREST/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 § 5-17-5, Indiana Code § 34-54-8, Indiana Code § 34-13-1, and Indiana Code § 34-52-2-3. Notwithstanding the provisions contained in Indiana Code § 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.

34. PROGRESS REPORTS.

The Contractor shall submit progress reports to the IEDC monthly at reports@iedc.in.gov. The progress reports shall be written. The progress reports shall serve the purpose of assuring the IEDC that work being performed is in line with this Contract.

35. RENEWAL OPTION.

[Deleted by mutual agreement of the parties.]

36. SEVERABILITY.

The invalidity of any paragraph, section, subsection, clause or provision of the Contract shall not affect the validity of the remaining paragraphs, sections, subsections, clauses or provisions of the Contract.

37. SUBSTANTIAL PERFORMANCE.

This Contract shall be deemed to be substantially performed only when fully performed according to its terms and conditions and any written modification thereof.

38. SUCCESSORS & ASSIGNEES.

The Contractor binds its successors, executors, administrators, and assignees to all covenants of this Contract. Except as set forth above, the Contractor shall not assign, sublet or transfer interest in this Contract without the prior written consent of the IEDC.

39. TAXES.

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 Contract.

40. TERMINATION FOR CONVENIENCE.

This Contract may be terminated 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 five (5) 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.

41. TRAVEL & OTHER EXPENSES.

All travel conducted under by the Contractor for official business as part of this Contract must be paid for by the Contractor out of the funds provided in this contract. No travel and other expenditures made by the Contractor will be additionally reimbursed by the IEDC unless specifically agreed to by the IEDC in writing. Expenditures made by the Contractor for travel will be incurred following the current State Travel Policies and Guidelines as specified in the current Financial Management Circular.

42. WAIVER OF RIGHTS.

No right conferred on either party under this Contract shall be deemed waived and no breach of this Contract excused, unless such waiver or excuse shall be 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 Contract shall be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, 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 Contract.

43. WORK STANDARDS.

The Contractor shall execute its responsibilities by following and applying at all times the highest professional and technical guidelines and standards. If the IEDC becomes dissatisfied with the work product of or the working relationship with those individuals assigned to work on this Contract, the IEDC may request in writing the replacement of any or all such individuals, and the Contractor shall grant such request.

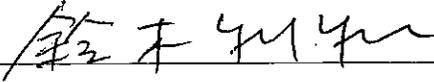
44. NON-COLLUSION & ACCEPTANCE.

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 Contract.

Signatures on Following Page -- Remainder of Page Intentionally Left Blank

In Witness Whereof, the Contractor and the Indiana Economic Development Corporation have, through duly authorized representatives, entered into this Contract. 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.

TOSHIKAZU SUZUKI



Date: June 24, 2016

INDIANA ECONOMIC DEVELOPMENT CORPORATION

Victor P. Smith, Secretary of Commerce

(Digital Signature Stamp Below)



June 29, 2016

STATE BUDGET AGENCY



Brian E. Bailey
Director

Date: 8/29/16

EXHIBIT A

SCOPE OF TRANSITION AND CONSULTING SERVICES

(1) RESPONSIBILITIES OF THE CONTRACTOR:

A. Duties and Obligations – Transition Services: During the Transition Services Period, the Contractor shall render the following transition services required to transfer control and operation of the IEDC Office in Japan to the successor designated by the IEDC.

(1) Operate the IEDC Regional Office in Japan in order to provide the following transition services:

- (a) Paying all necessary bills (such as utilities and rent).
- (b) Undertaking activities in support of retention of current foreign direct investment.
- (c) Contract with necessary businesses to fulfill the duties and responsibilities herein for the transition of services. Such contracts shall not invoice or implicate the IEDC.
- (d) The Contractor shall visit and establish liaisons with various government agencies, private industrial associations, banks, accountants, and consular offices in both the United States and the Region in order to maintain proper relationships and raise regional awareness of Indiana. Visits to the above will be conducted under the principle of “as much as required, as little as possible”.
- (e) The Contractor shall use the Customer Relationship Management (“CRM”) database of the IEDC as the primary tool for tracking and reporting of inquiries, prospects, and project tracking. The maintenance and development of data tools separate from the CRM shall be minimized. All data collected and created is and remains the property of the IEDC. The Contractor shall relinquish access to the CRM systems and all other accounts associated with the IEDC upon conclusion of the transition of services.
- (f) The Contractor shall seek approval from the IEDC prior to agreeing to assist and accept delegations from the State of Indiana.
- (g) The Contractor shall obtain an audit covering the period of July 1, 2015 to June 30, 2016, in accordance with Paragraph 6 of this Contract.

- (2) The IEDC's obligation to pay Contractor for the foregoing transition services is contingent upon Contractor's fulfilment of the duties set forth above and those set forth in Paragraph 12 of this Contract, both to satisfaction of the IEDC.
- B. Duties and Obligations – Consulting Services: The Contractor's compensation for consulting services during the Consulting Services Period is contingent upon the fulfilment of the duties set forth in Paragraph 12 of this Agreement and to the satisfaction of the IEDC.
- C. Without further remuneration provided to the Contractor, the Contractor shall sign (or cause to be signed) all further documents, do (or cause to be done) all further acts, and provide all assurances as may reasonably be necessary of desirable to give effect to the terms of this Contract, without further remuneration.
- D. Reporting Requirements: In addition to the duties and obligations described above, the Contractor shall have the following reporting requirements under this Contract:
- (1) The Contractor shall report to the Executive Vice President & Chief of Staff, or his designee.
 - (2) Reporting in accordance with Paragraph 34 of this Contract.
- E. Proof of Expenditures
- (1) Expenditure Report - The Contractor shall file a biweekly expenditure report and shall ensure that all accrued expenses for payments are submitted to the IEDC by July 31, 2016. The IEDC shall not be responsible for the payment of accrued expenses submitted after July 31, 2016. The biweekly expenditure report form will be itemized by the budget categories outlined in **Exhibit B**, which is attached hereto and incorporated herein by reference. The biweekly expenditure report will be submitted on a form prescribed by the IEDC and is herein incorporated and made a part of this Contract by reference.
 - (2) Copies of receipts must be attached to all biweekly expenditure report forms. The biweekly expenditure report form must include names of individuals reimbursed or compensated, showing biweekly totals per individual. Original receipts do not need to be submitted, but must be retained by the Contractor with a copy of the biweekly expenditure report.
 - (3) All copies of the receipts must be accompanied by a detailed description, in English, of all expenditures, and expenses shall be converted into USD.
- F. Surplus Funds

- (1) The Contractor must report to the IEDC the difference between the payments received from the IEDC and the actual expenditures for the month the payment was made. This information will be reported on the biweekly expenditure report form.
- (2) The Contractor must invest in a guaranteed or insured account, any surplus funds resulting from the monthly payment being greater than the actual monthly expenditures. The Contractor must report the accumulated interest income earned from the investment of these surplus funds. The Contractor must report on the biweekly expenditure report form funds generated, the accumulated surplus funds, and the total interest income earned to date from the investment of the surplus funds.
- (3) Prior to the expiration of this Contract on the Expiration Date, and after receipt of the final payment, actual expenses incurred during the Contract will be compared to all funds provided by the IEDC, so that the total compensation is no greater than the costs actually incurred by the Contractor. Total surplus funds and total interest income earnings from the investment of the surplus funds will be returned to the IEDC or will be used to offset currency exchange fluctuations or eligible expenditures made by the Contractor, at the request of the IEDC, that are not covered by the Contractor's budget. All surplus funds will be returned within sixty (60) days after the submission of the final report.

G. Working Days and National Holiday Leave

- (1) During the Transition Services Period, the Contractor shall be expected to work in the IEDC Regional Office in Japan for twenty (20) days, with time off to include one (1) day for a national holiday (July 18, 2016).
- (2) During the Consulting Services Period, the Contractor shall no longer report to the IEDC Regional Office in Japan. However, the Contractor shall remain available to and at the discretion of the IEDC and/or successor, who may request the consulting services of the Contractor. Throughout the Consulting Services Period, the Contractor shall be expected to demonstrate flexibility and commitment in respect rendering those consulting services requested by the IEDC or its designee.

3. FINANCIAL MANAGEMENT REQUIREMENTS:

- A. The Contractor shall have the obligation of payment of the expenses incurred by him or on his behalf in carrying out the Duties and Obligations hereunder. The IEDC and the Contractor agree that the IEDC's payments will not increase in any way the liabilities of the IEDC beyond the Contract Amount. In addition to the other terms of this Contract, the IEDC and the Contractor agree that payments to

the Contractor are contingent upon the Contractor completing and sending to the IEDC a progress report and audit report.

- B. Reimbursement of all travel shall be based on rates and accommodations that are reasonable and customary for the locale and the purpose of the travel.

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EXHIBIT B

BUDGET

COST CATEGORY	COST CATEGORY DESCRIPTION	DOCUMENTATION REQUIRED
Compensation & Benefits		
Salaries/Contractor Compensation ⁱ	Wages for services rendered.	Receipt(s) for monthly services in foreign currency.
Professional Services Fees ⁱⁱ	Fees for services rendered.	Voucher for monthly fee(s) as per Agreement.
Office Operating Expenses		
Accounting & Bank Charges	Charges for accounting services and bank fees.	Receipt(s) in foreign currency and/or U.S. Dollars.
Contract Services ⁱⁱⁱ	All services provided by contractual agreement.	Receipt(s) in foreign currency and/or U.S. Dollars.
Equipment	Purchase/lease of office equipment.	Receipt(s) in foreign currency and/or U.S. Dollars.
Insurance	Liability coverage in foreign offices.	Receipt(s) in foreign currency and/or U.S. Dollars.
Office Cleaning	Cost to clean offices.	Receipt(s) in foreign currency and/or U.S. Dollars.
Office Space	Rent to maintain office.	Agreement or contract in foreign currency and/or U.S. Dollars.
Postage	Mailing and shipping costs.	Receipts in foreign currency and/or U.S. Dollars.
Security Deposit	Funds needed to secure office space required by landlord.	Receipt(s) in foreign currency and/or U.S. Dollars.
Stationary & Supplies	Office supplies and stationary.	Receipt(s) in foreign currency and/or U.S. Dollars.
Telephones & Faxes	Local and long distance and fax charges.	Receipt(s) in foreign currency and/or U.S. Dollars.
Utilities	Utility costs not covered under a lease agreement.	Receipt(s) in foreign currency and/or U.S. Dollars.
Miscellaneous	Non-recurring expenses not otherwise classified.	Receipt(s) in foreign currency and/or U.S. Dollars.
Other Operating Expenses		
Business Development ^{iv}	Costs for developing client relationships in foreign countries.	Receipts in foreign currency and/or U.S. Dollars.
Dues, Subscriptions & Reference	Dues and subscriptions for business use.	Receipts in foreign currency and/or U.S. Dollars.
Printing & PR	Printing and advertising expenses.	Receipt(s) in foreign currency and/or U.S. Dollars.
Representation	Conference and seminar fees to represent the State in the assigned foreign country.	Receipt(s) in foreign currency and/or U.S. Dollars.
Temporary Services	Part-time assistance needed for trade shows and conferences.	Receipt(s) in foreign currency and/or U.S. Dollars.

Trade Promotion ^v	Cost for State-sponsored conferences, receptions, and trade shows, customary mementos and floral arrangements for foreign dignitaries, customary greeting cards to send to foreign clients and dignitaries.	Receipt(s) in foreign currency and/or U.S. Dollars.
Training ^{vi}	Business training and development.	Receipt(s) in foreign currency and/or U.S. Dollars.
Travel & Transportation	State-related business travel costs (in and out-of-country) such as lodging, airfare, meals, transportation costs and business phone calls.	Receipt(s) in foreign currency and/or U.S. Dollars.

i. For all U.S. Citizens working in other countries, a 1099 form will be issued for all calendar year income/benefits; Social Security Number required on each claim for all U.S. Citizens working in other countries.

ii. For all U.S. Citizens working in other countries, a 1099 form will be issued for all calendar year income/benefits; Social Security Number required on each claim for all U.S. Citizens working in other countries.

iii. Also includes fees for consulting services provided.

iv. Replaced the "Entertainment" Category; the State does not allow any alcoholic beverages to be paid from State funds.

v. The State does not allow any expenditures of personal nature to be paid for from State funds.

vi. Training must be given locally. No travel expenses can be accrued for this category without prior written consent.