

**SERVICES AGREEMENT**  
**between**  
**Purdue University and Jay County Health Department**

This AGREEMENT is made between **Purdue University**, 610 Purdue Mall, West Lafayette, Indiana 47907-2040 ("Purdue") and **Jay County Health Department**, ("Sponsor"), to provide financial support for professional services which are of mutual interest and may derive benefits for both parties, and to further the instructional, research and public service missions consistent with Purdue's status as a non-profit, tax-exempt, educational institution.

1. **Project and Project Period.** The Project is described in Appendix A and shall commence on January 1, 2025, and conclude on November 30, 2025. Purdue will use reasonable efforts to complete the Project on time.
2. **Project Financial Support.** Sponsor agrees to provide the sum of \$47,214.00 U.S. Dollars, payable as described in the attached appendices. Purdue retains title to the equipment purchased for this Project with funds provided by Sponsor. Purdue is not obligated to spend any more on the Project than the funds provided by the Sponsor for the Project.
3. **Deliverables.** Purdue agrees to furnish, through the Principal Investigator, to the Sponsor: professional services, reports, data and other Project deliverables, as applicable and as outlined in attached appendices ("Deliverables"). Subject to Section 4 below regarding Intellectual Property, Sponsor shall have the unrestricted right to use the Deliverables for all purposes. Purdue reserves the right to use the Deliverables for research and educational purposes subject to the confidentiality provisions of this Agreement.
4. **Intellectual Property.** All Intellectual Property protectable under patent laws developed on this Project will belong to Purdue with Sponsor having the first right to obtain a license under reasonable terms and conditions.
5. **Publication Rights.** The results of the Project may be published and will include credit to the Sponsor for support of the Project.
6. **Sponsor Confidential Information.** Should it be necessary for Purdue to receive Sponsor confidential information, Sponsor agrees to state in writing at the time of delivery that such information is confidential. If oral, visual, or other non-written manner of disclosure of Sponsor confidential information is made, such information shall be identified as confidential at the time of disclosure and shall be summarized in writing within ten (10) days of such disclosure. Purdue agrees to safeguard Sponsor confidential information to the same extent which Purdue safeguards its own confidential information.
7. **Disclaimer of Warranty.** THE PROJECT SERVICES AND DELIVERABLES ARE PROVIDED TO THE SPONSORS "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. **PURDUE SHALL NOT BE LIABLE** FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, SPECIAL OR OTHER DAMAGES SUFFERED BY SPONSOR AS A RESULT OF SPONSOR'S USE OF PROJECT SERVICES OR DELIVERABLES.
8. **Materials.** Sponsor will not, without prior written permission, provide any materials to Purdue that consist of any of the following: (a) Human or animal specimens or tissues; (b) Live, vertebrate animals; (c) Infectious agents; (d) Select agents or toxins; (e) Identifiable human data; (f) Recombinant DNA; (g)

Schedule I or II drugs; (h) export controlled items or information. Sponsor will not transfer any materials to Purdue that are not specifically identified in Appendix A.

9. **Export Control.** Sponsor will not, without prior written permission by an authorized representative of Purdue, provide any information or materials subject to United States Export Control licensing. Sponsor further agrees that it may receive any results, reports, data, or other deliverables from Purdue without such a license and will not reexport said results, reports, data, or other deliverables in contravention to all relevant United States Export Control Regulations.
10. **Publicity.** The parties will not use the name of the other or the other's project staff in any publicity, advertising, or news release without the prior written consent of the other. Sponsor will not state or imply that Purdue has tested or approved any product or process.
11. **Termination.** Either Party may terminate this Agreement without cause by written notice at least sixty (60) days in advance of the proposed termination date. Termination of this Agreement by either party for any reason will not affect the rights and obligations of the parties accrued prior to the effective date of termination. **Continuance.** In the event of a permanent change in institutional affiliation of the Principal Investigator, Purdue and Sponsor shall mutually agree on one of the following options regarding the continuance of the sponsored project award: (a) reassign the award to a new Principal Investigator within the University, (b) reassign the award to a new Principal Investigator within Purdue and subcontract a portion of the award to the transferring Principal Investigator's new institution or (c) transfer the award to the transferring Principal Investigator's new institution. Purdue will first discuss the three options internally at the departmental and institutional level, and will make a recommendation to Sponsor, for Sponsor's consideration and approval. If Sponsor and Purdue cannot agree within ninety (90) days, then either party may terminate the award. **Assignment.** Upon prior notice to Purdue, and provided that Sponsor is not in default of any obligation under this Agreement, Sponsor may assign this Agreement to any successor-in-interest or any subsidiary of Sponsor in which over fifty (50) percent of the outstanding stock is owned by Sponsor.
12. **Governing law.** This Agreement and all amendments, modifications, alterations, or supplements, shall be construed under and governed by the laws of the State of Indiana (without regard to conflict of law rules) and the United States of America. The operation of this Agreement shall at all times be subordinate to federal regulatory requirements for the conduct of research at Purdue University and licensing of intellectual property generated therefrom. The parties agree that exclusive jurisdiction and venue for any dispute resolution brought under this Agreement shall be the courts of Tippecanoe County, Indiana, except as pre-empted by or prohibited by 15 USC 1692i, as hereinafter amended from time to time, other federal statutes, or state laws and regulations, including consumer protection laws but excluding general preferred venue rules or laws.
13. **General.** This instrument contains the entire agreement between the parties, and any representation, promise or condition not incorporated herein will not be binding on either party. Any extension in the Project's duration or increase in funding may be accomplished by written confirmation via email or letter from an authorized representative of Purdue's Sponsored Program Services and an authorized representative of the Sponsor. This provision does not preclude accomplishment of the same by an amendment or other contractual mechanism agreed upon by the parties. Any other change in the terms and conditions of this Agreement must be made in writing and signed by authorized representatives of the parties. This instrument shall constitute a Purchase Order for the services described herein, and this instrument contains all the terms and conditions of purchase between the parties. If Sponsor subsequently initiates work with a document entitled Purchase Order, terms of this Agreement supersede terms of Purchase Order.

14. **Indemnification.** Each party agrees to defend, indemnify and hold the other harmless from and against any and all costs, expenses (including attorney's fees), interest, losses, obligations, liabilities, or damages paid ("Losses") which may accrue to or be incurred or sustained, and which arise out of or are in connection with or are for the purpose of avoiding any and all claims, demands, actions, causes of action, suits, appeals, and proceedings ("Claims") sustained in connection with this Agreement, arising from the Party's gross negligence or willful misconduct.
15. **Independent Contractors.** The parties are independent contractors with respect to each other, and nothing in this Agreement shall create any employer-employee relationship, association, partnership, joint venture or agency relationship between the parties. Neither party has authority to act or make any agreements or representations on behalf of the other party.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representative, to be effective as of the date of last signature.

**JAY COUNTY HEALTH  
DEPARTMENT**

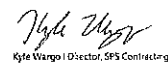
By: \_\_\_\_\_

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

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

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

**PURDUE UNIVERSITY**

  
Kyle Wargo | Director, SP's Contracting

**PURDUE**  
UNIVERSITY

SPONSORED PROGRAM SERVICES  
CONTRACTING

Digitally signed  
by Kyle Wargo

Date: 2025.01.14  
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By: \_\_\_\_\_

Printed Name: Kyle Wargo

Title: Director, Contracting

Date: 1/14/25

### **ATV Safety Club Program - SOW and Budget Justification**

Purdue Extension is committed to implementing ATV Safety Club in Jay County from January 1, 2025, to November 30, 2025, with the funding from Jay County Health Department.

We will use \$1,820 to pay for personnel, purchase necessary materials, supplies, curriculum and training.

This will provide new programming as well as help expand capacity in existing programming.

### **Be Heart Smart Program - SOW and Budget Justification**

Purdue Extension is committed to implementing Be Heart Smart in Jay County from January 1, 2025, to November 30, 2025, with the funding from Jay County Health Department.

We will use \$750.00 to pay for personnel, purchase necessary materials, supplies, curriculum and training.

This will provide new programming as well as help expand capacity in existing programming.

### **Clever Cooks Program - SOW and Budget Justification**

Purdue Extension is committed to implementing Clever Cooks in Jay County from January 1, 2025, to November 30, 2025, with the funding from Jay County Health Department.

We will use \$3,079 to pay for personnel, purchase necessary materials, supplies, curriculum and training.

This will provide new programming as well as help expand capacity in existing programming.

### **Cooking Club Program – SOW and Budget Justification**

Purdue Extension is committed to implementing Cooking Club in Jay County from January 1, 2025, to November 30, 2025, with the funding from Jay County Health Department.

We will use \$13,795 to pay for personnel, purchase necessary materials, supplies, curriculum and training.

This will provide new programming as well as help expand capacity in existing programming.

### **Dining with Diabetes Program – SOW and Budget Justification**

Purdue Extension is committed to implementing Dining with Diabetes in Jay County from January 1, 2025, to November 30, 2025, with the funding from Jay County Health Department.

We will use \$2,000.00 to pay for personnel, purchase necessary materials, supplies, curriculum and training.

This will provide new programming as well as help expand capacity in existing programming.



### **Head Start Farm to School Program – SOW and Budget Justification**

Purdue Extension is committed to implementing Head Start Farm to School in Jay County from January 1, 2025, to November 30, 2025, with the funding from Jay County Health Department.

We will use \$2000.00 to pay for personnel, purchase necessary materials, supplies, curriculum and training.

This will provide new programming as well as help expand capacity in existing programming.

### **Juntos Program – SOW and Budget Justification**

Purdue Extension is committed to exploring Juntos in Jay County from January 1, 2025, to November 30, 2025, with the funding from Jay County Health Department.

We will use \$4,000.00 to pay for program curriculum and training.

This will provide the opportunity for new programming to be implemented in 2026.

### **Matter of Balance Program – SOW and Budget Justification**

Purdue Extension is committed to implementing Matter of Balance in Jay County from January 1, 2025, to November 30, 2025, with the funding from Jay County Health Department.

We will use \$900 to pay for personnel, purchase necessary materials, supplies, curriculum and training.

This will provide new programming as well as help expand capacity in existing programming.

### **Parenting Program – SOW and Budget Justification**

Purdue Extension is committed to implementing Parenting Programming in Jay County from January 1, 2025, to November 30, 2025, with the funding from Jay County Health Department.

We will use \$1800 to pay for personnel, purchase necessary materials, supplies, curriculum and training.

This will provide new programming as well as help expand capacity in existing programming.

## **Parenting a Second Time Around Program – SOW and Budget Justification**

Purdue Extension is committed to implementing Parenting a Second Time Around in Jay County from January 1, 2025, to November 30, 2025, with the funding from Jay County Health Department.

We will use \$195 to pay for personnel, purchase necessary materials, supplies, curriculum and training.

This will provide new programming as well as help expand capacity in existing programming.

### **RealCare Program – SOW and Budget Justification**

Purdue Extension is committed to implementing RealCare Program in Jay County from January 1, 2025, to November 30, 2025, with the funding from Jay County Health Department.

We will use \$1400 to pay for personnel, purchase necessary materials, supplies, curriculum and training.

This will provide new programming as well as help expand capacity in existing programming.

### **Soccer for Success Program – SOW and Budget Justification**

Purdue Extension is committed to implementing Soccer for Success in Jay County from January 1, 2025, to November 30, 2025, with the funding from Jay County Health Department.

We will use \$6432 to pay for personnel, purchase necessary materials, supplies, curriculum and training.

This will provide new programming as well as help expand capacity in existing programming.

### **Steps to a Healthy You Program – SOW and Budget Justification**

Purdue Extension is committed to implementing Steps to a Healthy You in Jay County from January 1, 2025, to November 30, 2025, with the funding from Jay County Health Department.

We will use \$600 to pay for personnel, purchase necessary materials, supplies, curriculum and training.

This will provide new programming as well as help expand capacity in existing programming.



## **Tobacco Prevention/Cessation Program – SOW and Budget Justification**

Purdue Extension is committed to implementing Tobacco Prevention/Cessation in Jay County from January 1, 2025, to November 30, 2025, with the funding from Jay County Health Department.

We will use \$8443 to pay for personnel, purchase necessary materials, supplies, curriculum and training.

This will provide new programming as well as help expand capacity in existing programming.