

AGREEMENT FOR SERVICES PROVIDED BY THE INDIANA INSTITUTE ON DISABILITY

THIS AGREEMENT is made by and between Monroe County Commissioners (“Client”) and The Trustees of Indiana University on behalf of the Indiana Institute on Disability and Community (“IIDC”) on this 1st day of December, 2022 (“Effective Date”).

WHEREAS, Client wishes to receive certain professional services from IIDC and IIDC is capable and willing to provide such services;

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. Description of Services

A request has been made by the Monroe County Commissioners and the Monroe County Community Justice Response Committee for first-hand information to assess the experiences and utilization of programming and services of individuals served by the Monroe County Criminal Justice System. The target population would include those currently incarcerated, those currently on probation, and if possible, those who recently have been through the system (post-probation). Center for Collaborative Systems Change (CCSC) will develop a survey, work with the Monroe County Jail and Probation Offices to implement the survey, analyze the data collected, and report findings to the Monroe County Commissioners. Additionally, CCSC will work with local agencies (to-be-determined) to recruit and individually interview individuals who are recently post-probation. Please see attached SOW for further details.

2. Payment

In exchange for the services described above, Client shall, upon receipt of an invoice from IIDC detailing fees and expenses, pay IIDC \$41,500 invoiced at contract execution and \$41,500 invoiced at completion of final deliverable for a total of \$83,000. This rate is not subject to any other agreement between the parties.

3. Additional Services

The parties agree that if additional services are required beyond those specified above, the parties will, by mutual written agreement, determine the scope, payment rate, and other terms by which such additional services will be provided, prior to performing any additional services. It is further agreed that no additional compensation shall be due or payable on account of additional services unless such services have been specifically authorized by Client.

4. Term and Termination

This Agreement shall be effective from the Effective Date until 12 month after Institutional Review Board approval is obtained or until terminated by either party pursuant to this Section 4. Either party may terminate this Agreement at any time upon ten (10) days’ written notice to the other party. In the event of termination, IIDC shall be compensated by Client for all services rendered under this Agreement as billed and itemized as of the date of termination.

5. Indemnity

Client, including its officers, directors, agents, employees, and affiliates, agrees to defend, indemnify and hold harmless IIDC, its trustees, directors, successors, employees, agents, and assigns from and against any and all costs, expenses (including reasonable attorneys' fees), interest, losses, obligations, liabilities, or damages which may be incurred or sustained by IIDC, 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 based on actual or alleged injuries, damages, or liability of any kind made or brought against IIDC, sustained in connection with this Agreement, to the maximum extent permitted by law.

6. Limitation of Liability

To the extent permitted by applicable law, and regardless of the legal basis for the claim(s), IIDC shall not be liable for any indirect, consequential, exemplary, punitive, special, or incidental damages, or damages for lost profits or revenues, arising under or in connection with this Agreement, even if advised of the possibility of such damages or if such possibility was reasonably foreseeable. Further, IIDC shall not be liable to the Client for any damages arising as a result of the Client's own willful acts. Nothing contained herein shall operate as a limitation on the right of either party hereto to bring an action for damages against any third party, including claims for indirect, special or consequential damages, based on any acts or omissions of such third party. In no event shall IIDC's liability to the Client under this Agreement exceed the amount of fees paid and to be paid to IIDC from Client under this Agreement.

7. Relationship of Parties

The parties enter this Agreement as independent contractors, and nothing herein shall be interpreted to create any agency, partnership, or joint venture between them. Nothing in this Agreement shall be construed as granting or conferring any rights by license or otherwise in any intellectual property right arising out of the services performed under this Agreement by implication, license, or otherwise.

8. Governing Law

This Agreement shall be construed in accordance with and pursuant to the internal laws of the State of Indiana, without regard to choice of law rules. Further, the parties: (a) agree that litigation initiated by either party concerning the interpretation or implementation of this Agreement shall exclusively be brought and litigated in a state court of competent jurisdiction in Monroe County, Indiana, or in federal court in the Southern District of Indiana; (b) consent to the personal jurisdiction of such courts; and (c) waive any defense of forum non conveniens.

9. IU Property

As part of performing the Services, IU personnel may utilize copyrighted or copyrightable material, proprietary software, methodologies, tools, specifications, ideas, knowledge, or data that has been developed by IU and/or its personnel (collectively, "IU Property"). Client acknowledges that IU Property is and shall remain the exclusive property of IU and its personnel. Client shall not do any act, or assist any other party to do any act, which would infringe IU's or its personnel's rights in any of the IU Property, and shall not contest the rights of IU or its personnel in any of the IU Property. Client shall

notify IU immediately if Client becomes aware of any suspected infringement of IU Property rights and take such action as IU shall direct in relation to the infringement.

10. No Assignment

Neither party may assign this Agreement, or any portion thereof, without the express written consent of the other party.

11. Waiver

The failure of either party to enforce a breach of this Agreement will not constitute a waiver of any future breach, whether similar or dissimilar in nature.

12. Entire Agreement

This Agreement constitutes the entire understanding between the parties regarding the subject matter described herein and supersedes any prior negotiations and agreements. This Agreement may not be modified or amended except by a written agreement executed by both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement on the Effective Date above.

For The Trustees of Indiana University:

Client:

Name

Name

Title

Title

Signature

Signature

Date

Date