Pursuant to Title IV, Part C, of the Higher Education Act of 1965, Indiana University-Purdue University Fort Wayne, hereinafter referred to as the "Institution," and the non-profit agency listed below, hereinafter referred to as the "Agency," agree to participate in the Federal Work-Study Program under the terms, conditions and provisions hereinafter stated:

The Agency agrees that the work to be performed under this agreement by qualified students will conform to the nature of work delineated in the job description filed with the Institution Comptroller's office, and the work to be performed will be in the public interest and such work will:

1. Not displace or supplant employed workers or positions budgeted for regular employees in the previous or subsequent 12 month period; nor shall work require any funds appropriated for this program to supplant any State, Federal, Institutional or other funds used to support previous or existing paid positions in any profit or nonprofit organization; impair existing contracts for services; nor fill positions that are vacant because the employers regular employees are on strike;

2. Be governed by such conditions of employment, including compensation, as will be appropriated and reasonable in light of such factors as the type of work performed, geographical region and proficiency of employee.

3. Not involve the construction, operation, or maintenance of so much of any facility as is used for sectarian instruction or as a place for religious worship.

4. Not involve any partisan or nonpartisan political activity associated with a candidate, or contending faction or group, in an election or party office.

5. Not to be considered to be in public interest where:
   a. It is work for which the political support, affiliation or affinity of the student is a prerequisite or consideration for employment.
   b. It is work to be performed for an elected official other than as part of the regular administration of Federal, State or local government.
   c. It is work for a membership organization (such as a credit union, a fraternal order, or a cooperative) which is primarily for the benefit of the members of such organization rather than the public.

The Agency agrees to provide professional direction and staff to assure that the work to be performed is responsibly supervised and is consistent with the purposes of the Act, and is in compliance with local, State and Federal labor laws and regulations.

The Agency shall furnish twenty-five percent (25%) of the gross compensation to be paid to the students which it employs under the Federal Work-Study Program, payable in advance to the Institution for the contracted period. Any unexpended advances shall be refunded to the Agency at periodic intervals.
It is further agreed and understood that:

1. The student shall be an employee of the Institution and not of the Agency.
2. The work week shall be from Monday through Sunday of each week.
3. The hours worked under this agreement by any one student in the Program may not:
   a. Exceed the established earnings eligibility;
   b. Exceed twenty (20) hours in any particular work week except for a week in which classes are not held, then not to exceed forty (40) hours for that particular week;
   c. Exceed eight (8) hours in any one work day.
4. The Agency assumes complete responsibility for the conduct of students it employees under this contract and shall be responsible for public liability and workmen's compensation liability insurance coverage and unemployment compensation.
5. The Agency will be responsible for any and all costs associated with licensing, background checks, and/or special training required by Agency.
6. The Agency agrees to submit reports to the Institution, to maintain necessary records, and to follow fiscal procedures as prescribed by the Institution to assure adequate control and administration of the Program.
7. No person shall be excluded from participation, denied benefits or be subjected to discrimination on grounds of race, color, religion, sex or national origin, or handicap or veteran status.
8. This agreement is subject to regulations set forth in Title IV, Part C, of the Higher Education Act of 1965, Public Law 89-329, Civil Rights Act of 1964 (Public Law 88-352;78 Stat. 252) and Title IX of the Education Amendments of 1972 (Public Law 92-318) and the Regulations of the Department of Education which implement those Acts and any changes thereto.
9. The Institution has the responsibility of determining student eligibility under the Program, assigns placements of the student, and may terminate a student's eligibility if he no longer qualifies for the program.
10. Agency agrees to indemnify and hold harmless Institution, its affiliates, officers, employees, and representatives from and against any losses, costs, damages, and expenses resulting from claims for bodily injury or property damage arising out of joint efforts through the term of this agreement unless such bodily injury, property damage, or personal injury is determined to be the result of the negligence of Institution, their affiliates, officers, employees, or representatives.

Institution agrees to indemnify and hold harmless Agency, its affiliates, officers, employees, and representatives from and against any losses, costs, damages, and expenses resulting from claims for bodily injury or property damage arising out of joint efforts through the term of this agreement unless such bodily injury, property damage, or personal injury is determined to be the result of the negligence of Agency, their affiliates, officers, employees, or representatives.

Institutions obligation to hold Agency, their affiliates, officers, employees, or representatives harmless shall be limited in substance by statutes and constitutional provisions designed to protect the exposure and liability of the Institution as an instrumentality of the State of Indiana (e.g., actions and conditions as to which the Institution is immunized by the Indiana Tort Claims Act, dollar limits stated in such Act, exemption from punitive damages, the continued ability to defeat a claim by reason of contributory negligence or fault of claimant), so that its liability to indemnify, defend and hold harmless shall not exceed what might have been its liability to a claimant if sued directly by the claimant in Indiana and all appropriate defenses had been raised by the Institution.
This agreement is in effect as of _________________, and may be terminated by either party at any time upon fifteen (15) days notice in writing, setting forth the reasons for termination. This agreement will be reviewed and updated annually or as necessary.

INDIANA UNIVERSITY-PURDUE UNIVERSITY
FORT WAYNE

Shawn Peterson, Business Manager IPFW

[Authorized Representative]
[Title]

**Please attach copy of non-profit being registered with state of Indiana and listing of officers/signers**