

Drug Free Sport

THE NATIONAL CENTER
FOR DRUG FREE SPORT, INC.

816.474.8655
www.drugfreesport.com
810 Baltimore Avenue
Kansas City, Missouri 64105

Drug Prevention Service Agreement For Ball State University

This Service Agreement (hereinafter called "Agreement") is made this 17th day of Aug, 2006, by and between The National Center for Drug Free Sport ("DRUG FREE SPORT") and Ball State University Athletic Department ("CLIENT"). This Agreement shall commence on the Effective Date and terminate on June 30 2007, provided, however, this Agreement will be extended for additional one-year terms unless terminated by either party hereto. Notwithstanding anything herein to the contrary, this Agreement (including any extension thereof) may be revised, altered or modified by Drug Free Sport upon written notification to CLIENT. In consideration of the mutual promises hereinafter contained, the sufficiency of which is evidenced by the parties' signatures hereto, the parties agree as follows:

Scope of Services:

DRUG FREE SPORT shall review and evaluate CLIENT's substance abuse program policies for its participants, as set forth on the attached Description of Services. DRUG FREE SPORT does not provide legal advice.

DRUG FREE SPORT shall provide the CLIENT with substance abuse and drug testing policy recommendations.

DRUG FREE SPORT shall utilize Substance Abuse and Mental Health Services Administration (SAMHSA) and/or World Anti-Doping Agency (WADA) approved laboratories for analysis of collected specimens, to include supplies, shipping and reporting of testing results to CLIENT's appointed individual, as set forth in the attached Description of Services.

DRUG FREE SPORT shall provide CLIENT with collection services, as set forth on the attached Description of Services.

Terms:

DRUG FREE SPORT shall utilize SAMHSA and/or WADA approved laboratories for analysis of collected specimens, including supplies, shipping and reporting of testing results to CLIENT's appointed individual. DRUG FREE SPORT will provide CLIENT with laboratory results as set forth on the attached Description of Services. All drug-testing supply orders must be submitted to DRUG FREE SPORT seven days prior to test date. Shipping expenses will be invoiced to CLIENT for supply orders not requested within seven day notice.

DRUG FREE SPORT shall provide on-site collection services by contracting with a certified sports drug-testing collector for such. CLIENT must provide collection date(s) to DRUG FREE SPORT 10-14 days prior to collection date to adequately facilitate scheduling of collectors.

CLIENT agrees that each sample being tested for performance enhancing substances will be sent to a laboratory that abides by the WADA Code of Ethics relating to testing procedures. CLIENT agrees not to participate in the monitoring of its athletes for performance enhancing substances in order to circumvent positive drug testing results. DRUG FREE SPORT hereby agrees that it will send all tests for performance enhancing substances to a laboratory that abides by the WADA Code of Ethics.

Compensation:

DRUG FREE SPORT's fee for specimen collection and laboratory specimen analysis, including supplies, shipping and reporting of results are defined on the attached Description of Services. DRUG FREE SPORT will submit an invoice for drug-testing services to the CLIENT.

CLIENT agrees to pay DRUG FREE SPORT in full 30 days after receipt of any invoice.

Invoices not paid on a timely basis shall be charged late payment of 1.5% per month.

Miscellaneous:

Force Majeure: Any delay or failure by either party hereto in the performance of this Agreement will be excused only to the extent that the delay or failure is due solely to causes or contingencies beyond the reasonable control of such party. If any force majeure condition occurs, the party whose performance fails or is substantially delayed because of such force majeure condition, shall give immediate notice to the other party and the protection of this paragraph shall begin only upon receipt of such notice.

Cooperation: CLIENT shall instruct its employees and agents to cooperate fully with DRUG FREE SPORT and to make available all necessary information for DRUG FREE SPORT to perform its services hereunder.

Confidential Information: DRUG FREE SPORT shall not divulge, use, or permit the use of any confidential information concerning the affairs of CLIENT that is gathered during the performance of its services, nor shall it provide its reports to anyone except the person designated by CLIENT to receive the same.

Confidentiality: In consideration of CLIENT engaging DRUG FREE SPORT pursuant to the terms of this Agreement and in recognition of the fact that DRUG FREE SPORT will be in a position, as a result of such engagement, in which it may gain confidential information about CLIENT, DRUG FREE SPORT covenants not to reveal any confidential information of CLIENT to any third party. DRUG FREE SPORT shall exercise reasonable care in safeguarding CLIENT's confidential information and DRUG FREE SPORT shall not copy, reproduce, divulge, publish or circulate CLIENT's confidential information to any of its employees or agents, other than those who have a legitimate need to know. Furthermore, DRUG FREE SPORT shall not copy, reproduce, divulge, publish or circulate CLIENT's confidential information to the National Collegiate Athletic Association (NCAA). In consideration of DRUG FREE SPORT performing the services provided in this Agreement, CLIENT covenants not to reveal any confidential information of DRUG FREE SPORT (including, without limitation, any account information, client information, pricing information, services and/or service documentation, or process information) to any third party without the express written consent of DRUG FREE SPORT, which shall not be unreasonably withheld.

Independent Contractor Status: DRUG FREE SPORT, its employees and DRUG FREE SPORT's independent contractors shall be in the relation of independent contractor with CLIENT, and nothing herein shall be construed as designating DRUG FREE SPORT, its employees, or independent contractors as agents, partners, representatives, or employees of CLIENT for any purpose.

Entire Agreement: This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements or understandings between DRUG FREE SPORT and CLIENT relating to the subject matter herein.

IN WITNESS WHEREOF, the parties hereto are hereby authorized to execute this Agreement and have executed this Agreement as of the day and year written above.

CLIENT:

Ball State University

By: _____

Nona E. Richardson, Associate AD/S&A

Name and Title

DRUG FREE SPORT:

THE NATIONAL CENTER FOR DRUG FREE SPORT

Chris Nordby

By: _____

Chris Nordby Director of Sport Drug Testing

Name and Title