

September 20, 2023

SENT VIA ELECTRONIC MAIL

Illinois Environmental Protection Agency
BOL #24
Materials Management and Compliance Section
Attn: Allison Fry
1021 North Grand Avenue East
Springfield, IL 62794-9276

Allison.Fry@illinois.gov

Valerie.A.Davis@illinois.gov

EPA.Recycling@illinois.gov

Re: Drug Take-Back Act: MED-Project IL, LLC Proposed Manufacturer Program Plan Amendments – Grant Program & Partnerships

Dear Ms. Fry,

MED-Project IL, LLC (“MED-Project”) writes this letter to acknowledge receipt of your letter, emailed to MED-Project on September 14, 2023, regarding Illinois Environmental Protection Agency’s (the “Agency”) review of MED-Project’s proposed Product Stewardship Plan for Unwanted Medicine from Households (“Plan”), which was submitted to the Agency on June 30, 2023. The Agency’s letter states that the Agency will not fully approve the proposed Plan with the inclusion of the Grant Program as presented in the Plan with a flat grant amount per site because it does not meet the minimum funding requirements outlined in 410 ILCS 720/55. Additionally, the letter seeks clarification on the pre-existing partnerships mentioned in Appendix A of the Plan and requests copies of the legally binding, pre-existing contracts with the retail chain pharmacies listed in Appendix A.

To address the concerns raised about the proposed Grant Program, MED-Project proposes to remove the Grant Program from the proposed Plan. MED-Project proposes to remove all discussion about the Grant Program from Section III.A.4 of the Plan and to remove all references to “Grant Program,” “Funding Grant,” and “Grant-Funded Collection Receptacle” in Sections II, III.C.2, III.C.4, VII.D.1, and Appendix C of the Plan.

The proposed Grant Program was intended to provide grant funding for large pre-existing residential drug take back programs such as the one operated by the Cook County Sheriff’s Office to establish operational continuity for Cook County residents. In the absence of the proposed Grant Program, MED-Project will continue to work with the Cook County Sheriff’s Office to provide the opportunity for their existing sites which meet DEA eligibility requirements to transition into the MED-Project Program. To continue to ensure proportionality in achieving the collection location coverage set forth in 410 ILCS 720/25(j), as discussed in MED-Project’s plan amendment letter to the Agency on September 11, 2023, MED-Project will commit to

accepting at least 25 additional eligible sites in Cook County. In alignment with this commitment, MED-Project received confirmation from CVS Pharmacy Inc. that they plan to host at least 25 additional collection locations in Cook County, not including those already listed in MED-Project's proposed Plan. This would bring MED-Project's total amended forecasted total to 299 Authorized Collectors in the State of Illinois.

Regarding the retail chain Pharmacies listed in Appendix A of MED-Project's proposed Plan, MED-Project's intent in listing these retail chain Pharmacies was to make the Agency aware that MED-Project has pre-existing relationships with these partners through legally binding, confidential agreements across the MED-Project footprint. Some of the retail chain Pharmacies do not yet operate sites in the State of Illinois. They are Costco, Kaiser, Kinney Drugs, Rite Aid, and Wegmans. If these retail chain Pharmacies do begin operations in the State of Illinois in the future and are eligible to participate as Authorized Collectors in Illinois, MED-Project intends to offer them the opportunity to participate in our Illinois Program.

Below is a list of the retail chain Pharmacies listed in Appendix A of MED-Project's Plan that currently operate in the State of Illinois and with whom MED-Project has a pre-existing executed agreement to provide collection receptacle service in multiple states, including Illinois, along with the date that MED-Project first executed the agreement with each chain.

Retail Chain Pharmacy	Date of First Agreement Execution
CVS Pharmacy Inc.	October 15, 2018
Genoa Healthcare LLC	June 17, 2020
Walgreens	February 4, 2022

MED-Project is also providing the host agreement template of our standard collection receptacle service agreement as an attachment to this letter for your reference.

We look forward to continuing to work with the Agency to implement MED-Project's Plan for Illinois residents. Please contact me with any questions about this letter or the proposed Plan in general at 1 (833) 633-7765 or illinois@med-project.org.

Sincerely,



Jim Wilson
Lead Director, Legal and Compliance

cc: Valerie Davis, Acting Manager, Materials Management and Compliance Section, Illinois EPA

Attachment A

MED-Project IL, LLC Template Kiosk Service Agreement

(the rest of this page is intentionally blank)

HOST KIOSK SERVICES AGREEMENT

This Host Kiosk Services Agreement including as amended, supplemented, or otherwise modified from time to time (the "Agreement") is entered into between **MED-Project IL, LLC** a Washington, D.C. **limited liability company** with offices at 1800 M Street, NW, Suite 400 South Washington, DC 20036 ("MED-Project"), and **{{CONTRACT_SITE_COMMON_NAME}}**, a **{{CONTRACT_STATE_OF_INCORPORATION}}** **{{CONTRACT_ACCOUNT_BUSINESS_STRUCTURE}}** with offices at **[address]** ("Host") (each individually, a "Party," collectively the "Parties").

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Definitions.

- 1.1. "Applicable Laws" shall mean all applicable federal, state, and local laws, statutes, ordinances, codes, rules, regulations, orders, decrees, or pronouncements of any governmental, administrative, or judicial authorities including, but not limited to, the "Take-back Law" (defined below) with respect to each "Jurisdiction" (defined below), federal Controlled Substances Act, 21 U.S.C. §§ 801 *et seq.*, U.S. Drug Enforcement Administration controlled substance disposal regulations, 21 C.F.R. §§ 1300 *et seq.*, U.S. Department of Transportation Hazardous Materials Regulations, 49 C.F.R. Parts 171-185, the applicable state laws identified in Exhibit B, and any amendments or modifications to these legal requirements.
- 1.2. "DEA" shall mean the U.S. Drug Enforcement Administration.
- 1.3. "Effective Date" shall mean the date defined in Agreement § 23.
- 1.4. "Rapid Response Requests" shall mean requests for "Program Services" (defined below) in response to any events, situations, activities, or

circumstances that pose a risk or potential risk of harm or injury to property or persons.

- 1.5. "Host Collection Site" shall mean a "Potential Host Site" (defined below) that: (i) has a "Manager" (defined below) and (ii) either has a "Kiosk" (defined below) or has requested a Kiosk pursuant to Agreement § 4.2.
- 1.6. "Host Services" shall mean the obligations identified in Agreement § 4.
- 1.7. "Installation Vendor" shall mean any qualified vendor contracted by MED-Project to perform Installation Vendor obligations under this Agreement and identified further in Exhibit D, and any Installation Vendor assignees or subcontractors.
- 1.8. "Jurisdiction" shall mean a state, county, city, or other jurisdiction identified in Exhibit A.
- 1.9. "Kiosks" shall mean receptacles used for the collection of "Unwanted Medicine" (defined below) and approved by MED-Project.
- 1.10. "Losses" shall mean any costs, expenses, damages, or diminution of value.
- 1.11. "Manager" shall mean the respective individuals identified in Exhibit C for each Host Collection Site.
- 1.12. "Plan" shall mean the respective approved MED-Project Product Stewardship Plan for drugs operating in each Jurisdiction.
- 1.13. "Potential Host Site" shall mean a Host facility: (i) physically located within a Jurisdiction; (ii) that may become a Host Collection Site for Unwanted Medicine under Applicable Laws; and (iii) that is identified in Exhibit C.
- 1.14. "Program Services" shall mean the obligations identified in Agreement § 3.
- 1.15. "Take-back Law" shall mean, for each respective Jurisdiction, a law, regulation, ordinance, or other legal requirement identified in Exhibit A.
- 1.16. "Unwanted Medicine" shall mean unwanted medicine, including but not limited to

HOST KIOSK SERVICES AGREEMENT

covered drugs, as defined in the respective Plan operating in each Jurisdiction.

- 1.17. "Vendor" shall mean any qualified vendor contracted by MED-Project to perform Vendor obligations under this Agreement and identified further in Exhibit D, and any Vendor assignees or subcontractors.

2. Representations and Warranties.

- 2.1. Host hereby represents and warrants as follows:
- 2.1.1. Host is currently, and shall remain, in compliance with all Applicable Laws regarding the collection, handling, processing, and disposal of Unwanted Medicine;
 - 2.1.2. Host possesses all required authorizations and authority to enter into this Agreement and this Agreement has been duly authorized and executed by Host in compliance with all required authorizations; and
 - 2.1.3. Host's execution, delivery, and performance of this Agreement does not, and will not, conflict with any agreement, instrument, or understanding to which Host is a party or by which it may be bound.
- 2.2. MED-Project hereby represents and warrants for itself, and to the extent applicable, with respect to Vendor, as follows:
- 2.2.1. Vendor is currently, and shall remain, in compliance with all Applicable Laws regarding the collection, handling, processing, and disposal of Unwanted Medicine;
 - 2.2.2. MED-Project possesses all required authorizations and authority to enter into this Agreement and this Agreement has been duly authorized and executed by MED-Project in compliance with all required authorizations; and
 - 2.2.3. MED-Project's execution, delivery, and performance of this Agreement does not,

and will not, conflict with any agreement, instrument, or understanding to which MED-Project is a party or by which it may be bound.

3. Program Services.

- 3.1. MED-Project, Vendor, and Installation Vendor shall perform all obligations required of them under this Agreement in compliance with Applicable Laws.
- 3.2. Program Services are available only to Host Collection Sites physically located in a Jurisdiction with a Plan. Notwithstanding the prior sentence, MED-Project, in its sole discretion, may choose to provide the Program Services where a Plan is under development and pending approval.
- 3.3. MED-Project shall:
 - 3.3.1. If Host requests a Kiosk from MED-Project pursuant to Agreement § 4.2, and MED-Project approves the Kiosk request (which MED-Project shall not unreasonably deny), within 90 days of the approval have a Kiosk delivered to Host at a time mutually agreed to by both Parties and when the Manager is present; and
 - 3.3.2. Have Kiosk maintenance performed if requested by the Manager and MED-Project approves the request (which MED-Project shall not unreasonably deny) or if deemed necessary by Vendor or MED-Project.
- 3.4. MED-Project or Vendor shall:
 - 3.4.1. Upon Kiosk installation and the Host Collection Site's receipt of all necessary authorizations to collect Unwanted Medicine under Applicable Laws, supply each Kiosk with liners and boxes;
 - 3.4.2. Upon receipt of liners for disposal from a Kiosk, supply that Kiosk with additional liners and boxes;
 - 3.4.3. Provide Host with instructions for handling and transporting liners and boxes;

HOST KIOSK SERVICES AGREEMENT

- 3.4.4. Upon request by the Manager and approval by MED-Project (which MED-Project shall not unreasonably deny), provide additional liners and boxes for Kiosks or in-person support for Kiosks; and
 - 3.4.5. Transport and dispose, or cause the transportation and disposal of, Unwanted Medicine collected from Kiosks.
 - 3.5. MED-Project, Vendor, or Installation Vendor shall:
 - 3.5.1. Review and inspect Kiosks periodically;
 - 3.5.2. Respond to, or obtain a response for, Kiosk-related Rapid Response Requests from a Manager;
 - 3.5.3. Assist Host with Kiosk installation;
 - 3.5.4. Remove a Kiosk from a Host Collection Site if a replacement Kiosk is scheduled for delivery;
 - 3.5.5. Remove a Kiosk from a Host Collection Site if this Agreement terminates pursuant to Agreement § 10.2 or if Program Services terminate for that Host Collection Site pursuant to Agreement § 10.4; and
 - 3.5.6. If Kiosk removal pursuant to Agreement §§ 3.5.4 or 3.5.5 causes damage to the Host Collection Site floor, repair such damage to the floor in a good and workmanlike manner.
 - 3.6. MED-Project, Vendor, and Installation Vendor shall be solely responsible for providing all Program Services. Host agrees to look solely to MED-Project, Vendor, and Installation Vendor for Program Services.
- 4. Host Services.**
- 4.1. Host shall perform all obligations required of it under this Agreement in compliance with Applicable Laws.
 - 4.2. Only Host Collection Sites in Jurisdictions with Plans may request or obtain Kiosks under this Agreement. Notwithstanding the prior sentence, MED-Project, in its sole discretion, may choose to provide the Program Services where a Plan is under development and pending approval. To obtain a Kiosk, Host must:
 - 4.2.1. Identify a Manager for the Potential Host Site or Host Collection Site in Exhibit C;
 - 4.2.2. Provide proof of Program Services eligibility by providing a copy of that Host Collection Site's current DEA registration, if applicable; and
 - 4.2.3. Request a Kiosk from MED-Project for that Potential Host Site or Host Collection Site. This request is subject to MED-Project's approval.
 - 4.3. For Kiosk delivery and installation pursuant to Agreement §§ 3.3.1 and 3.5.3, Host will:
 - 4.3.1. Make the Manager present for any Kiosk delivery or installation; and
 - 4.3.2. Provide appropriate and adequate space for Kiosk installation.
 - 4.4. Host will not alter Kiosk location, design, or appearance.
 - 4.5. At each Host Collection Site, Host will:
 - 4.5.1. Provide qualified staff to perform Host Services. Such qualified staff, including the Manager, must be trained on compliance with Applicable Laws and procedures for Unwanted Medicine collection, storage, and transportation under this Agreement;
 - 4.5.2. Have qualified staff under Agreement § 4.5.1 present for any locking or unlocking of the Kiosk.
 - 4.5.3. Complete any documentation MED-Project or Applicable Laws require for Kiosk delivery, installation, or removal and for Unwanted Medicine collection, storage, transportation, or disposal;
 - 4.5.4. Securely maintain any documentation required under Agreement § 4.5.3 for the later of the time required under Applicable Laws or three (3) years;
 - 4.5.5. If and when available, using a MED-Project-provided online portal to: (1) record Host's maintenance of all necessary authorizations to collect Unwanted Medicine under Applicable Laws; (2) track Unwanted Medicine collection, storage,

HOST KIOSK SERVICES AGREEMENT

- transportation, and disposal; and (3) request additional liners and boxes for Kiosks pursuant to Agreement § 3.4.4;
- 4.5.6. Provide any documentation required under Agreement § 4.5.3 to MED-Project for inspection upon request;
- 4.5.7. Make the Kiosk available to the public during business hours unless there is a safety, security, service, maintenance, or other condition requiring Host to lock the Kiosk;
- 4.5.8. Promptly notify MED-Project, Installation Vendor, and Vendor of any Kiosk-related service or maintenance concerns or needs. Host Sites subject to Cal. 30 Pub. Res. Code §§ 42030 *et seq.* (2018) shall in addition promptly notify MED-Project of changes in normal Kiosk operation, including any date and time the Kiosk was unavailable to the public during business hours and the reasons for such unavailability;
- 4.5.9. Collect and store Unwanted Medicine and cause the transportation and disposal of Unwanted Medicine through Vendor. Unwanted Medicine is in Host's custody until it is shipped from the Host Collection Site;
- 4.5.10. Allow MED-Project, Vendor, and Installation Vendor to perform the Program Services;
- 4.5.11. Establish and implement procedures limiting Kiosk key access to qualified staff under Agreement § 4.5.1; and
- 4.5.12. Lock the Kiosk and cooperate with MED-Project for Kiosk removal: (i) upon Agreement termination pursuant to Agreement § 10.2; or (ii) upon termination of Program Services for that Kiosk pursuant to Agreement § 10.4.
- 4.6. Collection and disposal of hazardous waste in Kiosks is prohibited.

5. *Payment.*

- 5.1. Host shall not be responsible for paying the charges of MED-Project, Vendor, or Installation Vendor for Program Services.

6. *Nature of the Relationship.*

- 6.1. Each Party is entering into and will perform the activities contemplated by this Agreement solely as an independent entity. This Agreement does not create any other relationship between the Parties, or with Vendor or Installation Vendor, including but not limited to the relationship of partners, joint ventures, agent, or legal representative of the other for any purpose whatsoever. None of the Parties will (i) make any representation that would create an apparent agency, partnership, co-employment, or joint venture relationship with any other Party or with Vendor or Installation Vendor, (ii) have the power, expressed or implied, to obligate or bind the other in any manner whatsoever, or (iii) be responsible for any act or omission of the other or the Vendor or the Installation Vendor or any employee of the other or of the Vendor or Installation Vendor (except as provided in Agreement § 8). Except for MED-Project's power to obligate or bind Vendor and Installation Vendor under Agreement § 3, neither Party has the power to obligate or bind Vendor or Installation Vendor in any manner whatsoever. No employee of Host, MED-Project, Vendor, or Installation Vendor is or will be considered an employee of any other Party for any purpose in connection with the performance of this Agreement. No Party to this Agreement has the ability to direct, control, schedule, hire, or discipline any other Party's employee or the employees of Vendor or Installation Vendor.

7. *Report of Theft or Diversion.*

- 7.1. In the event of any theft, unexplained loss, or diversion of Unwanted Medicine, safety or security problem, or environmental incident,

HOST KIOSK SERVICES AGREEMENT

including spills and releases reported to any governmental authority, occurring during performance of this Agreement and relating to Program Services or Host Services under this Agreement, the Party that becomes aware of such condition or event shall notify the other Party immediately.

- 7.2. A Party with information about the conditions or events referenced in Agreement § 7.1 will provide to the other Party any information about such conditions or events necessary for, and on a timeframe that allows, that other Party to meet its obligations under Applicable Laws.
- 7.3. At either Party's request, the Parties will cooperate to investigate the conditions or events described in Agreement § 7.1.

8. *Indemnification.*

- 8.1. To the fullest extent permitted by law, MED-Project shall defend, indemnify, and hold harmless Host from and against all Losses to the extent arising out of or related to any and all liabilities, liens, demands, obligations, actions, proceedings, suits, or causes of action from third party claims to the extent arising out of or related to MED-Project's and/or Vendor's and/or Installation Vendor's (a) material breach of this Agreement, or (b) negligence, recklessness, or willful misconduct.
- 8.2. Notwithstanding the foregoing language in Agreement § 8.1, MED-Project shall not be liable for Losses under Agreement § 8.1 to the extent such Losses arise out of or relate to Host's (a) material breach of this Agreement, or (b) negligence, recklessness, or willful misconduct.

9. *Limitation of Liability.*

- 9.1. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, OR SPECIAL DAMAGES, INCLUDING ECONOMIC DAMAGES AND LOST PROFITS, ARISING FROM

OR RELATING TO ANY BREACH OF THIS AGREEMENT OR TORT, EVEN IF SUCH PARTY WAS AWARE OF OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF THESE DAMAGES.

10. *Term, Termination.*

- 10.1. The term of this Agreement shall commence as of the Effective Date and continue in force for a period of two (2) years. Following the expiration of that initial term, and any subsequent term, the Agreement will automatically renew for an additional two (2) years, unless either Party provides the other Party written notice that it is not renewing this Agreement at least sixty (60) days prior to expiration of the then-current term (collectively, the "Term").
- 10.2. This Agreement terminates on the earlier of:
 - 10.2.1. Expiration of the Term under Agreement § 10.1.
 - 10.2.2. Notice from Host to MED-Project of MED-Project's breach of this Agreement (other than a breach of the representations in Agreement § 2.2) unless MED-Project takes immediate steps to cure the breach.
 - 10.2.3. Notice from MED-Project to Host of Host's breach of this Agreement (other than a breach of the representations in Agreement § 2.1) unless Host takes immediate steps to cure the breach.
 - 10.2.4. Notice from either Party to the other Party that this Agreement is terminated without cause. This Agreement shall terminate seven (7) days after such notice.
 - 10.2.5. If the representations and warranties set forth in Agreement §§ 2.1 or 2.2 cease to continue to be correct, or DEA issues a notice, guidance, regulation, or other communication applicable to Host, Vendor, Installation Vendor, or MED-Project making it reasonable to conclude that activities contemplated by this Agreement are viewed by DEA as impermissible or a

HOST KIOSK SERVICES AGREEMENT

violation of Applicable Laws, this Agreement shall terminate immediately.

10.3. Compliance with Agreement §§ 3.5.5 and 3.5.6 shall be MED-Project's sole financial obligations with respect to any termination of the Agreement under Agreement § 10.2.

10.4. If a Plan is suspended, revoked, or discontinued in a Jurisdiction, MED-Project may, at its sole discretion, terminate Program Services for Host in that Jurisdiction by providing Host seven (7) days' notice. Host's obligations to provide Host Services for MED-Project in that Jurisdiction will terminate seven (7) days' after such notice. Termination of Program Services or Host Services under Agreement § 10.4 does not terminate the Agreement or otherwise affect Program Services or Host Services in any other Jurisdiction.

10.5. Compliance with Agreement §§ 3.5.5 and 3.5.6 shall be MED-Project's sole financial obligations with respect to any termination of Program Services pursuant to Agreement § 10.4.

11. Severability.

11.1. In the event any provision of this Agreement shall be judicially interpreted or held to be void or otherwise unenforceable as written, such provision shall be deemed to be revised and modified to the extent necessary to make it legally enforceable. In the event that a provision cannot be made legally enforceable, the remaining terms of this Agreement shall be enforceable as though the void or unenforceable provision did not exist.

12. Assignment/Subcontracting.

12.1. Except as expressly contemplated under this Agreement, including without limitation the engagement by MED-Project of a Vendor and Installation Vendor, neither Party shall assign or subcontract any of its duties or obligations hereunder or assign this Agreement or its rights

hereunder without the express written permission of the other Party, such consent not to be unreasonably withheld. Any assignment, delegation, or subcontracting in violation of the above shall be void and ineffective.

Notwithstanding this or any other provision of this Agreement: (i) MED-Project shall have the right at any time to substitute Vendor or Installation Vendor, and (ii) each Party may transfer or assign this Agreement and that Party's respective rights and obligations hereunder to its successor or in connection with any transfer of ownership, merger, or acquisition of such Party.

13. Survival.

13.1. Agreement §§ 3.5.5, 3.5.6, 4.5.4, 6, 7, 8, 9, 10.3, 11, 14, 15, 16.1, 17, 18, 19, 20, 21, and 22 shall survive termination of this Agreement pursuant to Agreement § 10.2.

14. Third Party Beneficiaries.

14.1. Except as specifically set forth herein, nothing in this Agreement, express or implied, is intended or shall be construed to confer upon or give to any person, entity, company, or organization, other than Host or MED-Project, any right, remedy, cause of action, or claim under or by reason of this Agreement or any term or provision hereof, all of which shall be for the sole and exclusive benefit of Host and MED-Project.

15. Notice.

15.1. All notices to be provided in connection with this Agreement, including, without limitation, any requests or approvals described in this Agreement, shall be in writing. Notices shall be deemed effective: (i) when delivered by hand to the Party entitled to receive notice, (ii) on the next business day after delivery to a nationally-recognized express delivery service with instructions and payment for overnight delivery, (iii) when sent by e-mail; or (iv) if sent

HOST KIOSK SERVICES AGREEMENT

through the online portal referenced in Agreement § 4.5.5.

- 15.2. Unless sent through the online portal referenced in Agreement § 4.5.5, all notices in connection with this Agreement, including, without limitation, any requests or approvals described in this Agreement, shall be sent to the individual or individuals that each Party designates to receive such correspondence on behalf of the Party. Initially, notices shall be provided, if to MED-Project, to:

Jim Wilson
Lead Director, Legal and Compliance
MED-Project IL, LLC
1800 M Street, NW, Suite 400 South
Washington, DC 20036
legallaffairs@med-project.org
Phone: 1 (833) 633-7765 / 1 (833)
MED-PROJECT
Fax: (866) 633-1812

and if to Host, to:

{{CONTRACT_LEGAL_NOTICE_CONTACT}}
{{CONTRACT_LEGAL_NOTICE_CONTACT_R}}
{{CONTRACT_LEGAL_NOTICE_CONTACT}}
{{CONTRACT_LEGAL_NOTICES_ADDRESS_STREET}} {{CONTRACT_LEGAL_NOTICES_ADDRESS_CITY}},
{{CONTRACT_LEGAL_NOTICES_ADDRESS_STATE}},
{{CONTRACT_LEGAL_NOTICES_ADDRESS_ZIP_CODE}}
E-mail Address:
Phone:
Fax:

16. Complete Agreement, Headings, Modification.

- 16.1. This Agreement, along with its Exhibits, sets forth the complete agreement of the Parties with respect to the subject matter hereof. No prior or contemporaneous oral or written agreement or representation shall be effective to modify the express terms of this Agreement. Headings have been inserted for the convenient reference of the Parties and shall not be used to modify or interpret the express terms of the Agreement. No modification to this Agreement shall be valid unless it is made in writing, specifically states that it amends this Agreement, and is signed by authorized representatives of both Parties.
- 16.2. Notwithstanding Agreement § 16.1:
- 16.2.1. MED-Project shall have the right to change Vendor or Installation Vendor and amend Exhibit D at any time at its sole discretion upon written notice to Host. In such a case, the new entity that becomes the Vendor or Installation Vendor will be responsible under this Agreement for the Program Services provided by Vendor or Installation Vendor, respectively, from and after the date of such change.
- 16.2.2. Jurisdictions, Take-back Laws, and state laws may be added to, edited in, or removed from Exhibit A and B through the mutual written consent of an authorized individual from each Party; however, if MED-Project terminates Program Services pursuant to Agreement § 10.4, MED-Project has the right to remove the subject Jurisdictions, Take-back Laws, and state laws from Exhibit A and B at its sole discretion upon written notice to Host.
- 16.2.3. Potential Host Sites, Host Collection Sites, and Managers may be added to, edited in, or removed from Exhibit C of this Agreement, respectively, through the mutual written consent of an authorized individual from each Party.

HOST KIOSK SERVICES AGREEMENT

17. Signatures.

17.1. This Agreement is legally binding when, and not until, each Party has received from the other a counterpart of this Agreement signed by an authorized representative. The Parties may sign separate, identical counterparts of this document; taken together, they constitute one Agreement. The signed counterpart may be delivered by any reasonable means, including electronic transmission.

18. Jury Trial Waiver.

18.1. EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT.

19. Choice of Law and Venue.

19.1. This Agreement is made and entered into in Illinois and shall be interpreted and construed in accordance with the laws of Illinois.

19.2. The Parties submit to the exclusive jurisdiction of the Illinois state and federal courts.

20. Confidentiality and Publicity.

20.1. Except as provided in Agreement § 20.2, each Party shall treat as confidential and not disclose to any third party, without in each instance securing the prior written consent of the other Party, any information that becomes available to it through this Agreement, including this Agreement, and is not now or does not enter the public domain (other than by acts, omissions, or fault of the Party seeking to disclose such information), or is not already known by the recipient Party.

20.2. Agreement § 20.1 does not apply to disclosures that are:

20.2.1. Required by Applicable Laws;

20.2.2. Made to a law enforcement agency as part of an actual or potential law enforcement agency investigation; or

20.2.3. Made to MED-Project's subcontractors or assignees (including Vendor or Installation Vendor) as necessary to perform this Agreement, comply with Applicable Laws, or assist a law enforcement agency as part of an actual or potential law enforcement agency investigation.

20.3. Each Party shall limit disclosures under Agreement § 20.2 to the extent practicable.

20.4. Neither Party shall use the name, trade name, service marks, trademarks, trade dress, or logos of the other Party in releases, advertising, or any other publications, without such Party's prior written consent in each instance; except that either Party is authorized to use the other Party's name, trade name, logo, and contact information with regard to public outreach and educational efforts taken with regard to the Plan or as required to comply with Applicable Laws. This provision applies to written and online releases and communications, including those appearing on a website and those circulated via social media platforms including, but not limited to, Facebook, Twitter, and LinkedIn.

21. Authority.

21.1. Each individual executing this Agreement in a representative capacity represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of the Party and its employees and that, upon execution, this Agreement shall be binding upon the Party and its employees in accordance with its terms.

21.2. Each individual modifying and/or providing written consent under this Agreement represents and warrants that he or she is duly authorized to make such modifications and/or

HOST KIOSK SERVICES AGREEMENT

consents on behalf of the Party and its employees.

22. Waiver.

22.1. No consent or waiver, express or implied by a Party, to or of any breach or default by the other in the performance by that other Party of obligations under this Agreement shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance by that other Party of the same or any other obligation of that Party under this Agreement. Failure of a Party to complain of any act or failure to act of the other, or to declare the other in default, irrespective of how long that failure continues, shall not constitute a waiver by that Party of rights under this Agreement. The giving of consent by a Party in any one instance shall not limit or waive the necessity to obtain that Party's consent in any future instance.

23. Effective Date.

23.1. The Agreement takes effect when both Parties have signed it in accordance with Agreement § 17.

Signature Page Follows

HOST KIOSK SERVICES AGREEMENT



IN WITNESS WHEREOF, the Parties hereto by their duly authorized representatives have executed and delivered this Agreement as of the Effective Date.

MED-Project IL, LLC

{{CONTRACT_SITE_COMMON_NAME}}

By: _____

By: _____

Name: Jim Wilson

Name: _____

Title: Lead Director, Legal and Compliance

Title: _____

Date: _____

Date: _____

HOST KIOSK SERVICES AGREEMENT

Exhibit A
Jurisdictions and Take-back Laws

Jurisdictions	Take-back Laws
<i>State Jurisdictions</i>	
Illinois	Drug Take-Back Act, HB1780/Public Act 102-1055 (2022)

HOST KIOSK SERVICES AGREEMENT



Exhibit B State Laws

States	State Laws
Illinois	Drug Take-Back Act, HB1780/Public Act 102-1055 (2022)

HOST KIOSK SERVICES AGREEMENT



**Exhibit C
Potential Host Sites, Host Collection Sites, and Managers**

	Active or Potential	Host Collection Site Name	Host Collection Site Address	Manager Name / Title	Manager Telephone	Manager Email
1						
2						
3						

HOST KIOSK SERVICES AGREEMENT



**Exhibit D
Installation Vendor and Vendor**

Installation Vendor:

Name

Vendor:

Name