



SERVICES/INDEPENDENT CONTRACTOR AGREEMENT-

AGREEMENT NO. 23-12735

WASHINGTON STATE UNIVERSITY

1. PARTIES

Public Utility District No. 1 of Chelan County, Washington (hereinafter "District") has retained Washington State University, (hereinafter "Contractor"), an educational institution in the State of Washington, to perform services for the District pursuant to the terms of this Services/Independent Contractor Agreement ("Agreement"). This Agreement is authorized by the Interlocal Cooperation Act, RCW 39.34.

2. DEFINITIONS

Acceptance: Notice from District to Contractor that a Deliverable or Service has been completed in accordance with this Agreement.

Deficient or Deficiency: A failure of a Deliverable or an omission, defect or deficiency in a Deliverable, which causes it not to conform to Specifications, documentation or this Agreement to the District's satisfaction.

Deliverables: Contractor's products which result from the Services and which are prepared for District (either independently or in concert with District or third parties) during the course of Contractor's performance under this Agreement.

Specifications: The technical and other written specifications, directions and Deliverables that define the requirements between District and the Contractor.

3. SCOPE OF SERVICES AND DELIVERABLES

The Services to be performed and the Deliverables to be provided by the Contractor are described in the Scope of Services attached as Exhibit A and by this reference herein incorporated.

4. PAYMENT

Unless otherwise agreed and set forth in any exhibits hereto, the District will pay the Contractor monthly for undisputed amounts based on Services performed in accordance with the terms of this Agreement and as itemized on a correct written invoice to the District, as verified by the District Project Leader. All correspondence and invoices should be plainly marked with the Agreement number referenced above. Invoices may be emailed to APDept@chelanpud.org or mailed to Public Utility District No. 1 of Chelan County, 327 N. Wenatchee Ave., P. O. Box 1231, Wenatchee, WA 98807. Contractor shall bill the District according to the fixed price payment schedule set forth in Exhibit A, with net payment due thirty (30) days from the date that the correct invoice is received by



the District. However in no event shall the total amount of compensation to be paid by the District for said services, including all fees and costs incurred by the Contractor in the performance of this Agreement, exceed **\$4,000.00**. All undisputed and correct Contractor invoices shall be submitted to the District no later than **September 20, 2023**.

5. CHANGES TO SCOPE OF SERVICES, COSTS ESTIMATE OR SCHEDULE

The Scope of Services, costs or schedule shall not be changed except in writing agreed to by both parties. The quoted fees and Scope of Services constitute the best estimate of the fees and tasks required to perform the Services as defined. This Agreement, upon execution by both parties hereto, can be amended only in writing and signed by both parties.

6. RELATIONSHIP OF PARTIES

The Parties intend that an independent contractor relationship will be created by this Agreement. The conduct and control of the Services and safety measures required by the Services lie solely with the Contractor. The Contractor is not to be considered an agent or employee of the District for any purpose and the Contractor is not entitled to any of the benefits that the District provides for the District's employees. It is understood that the Contractor is free to contract for similar services to be performed for other parties while it is under contract with the District, provided that any work for others does not prevent the Contractor from fulfilling all the Contractor's obligations pursuant to this Agreement.

Contractor, as an independent contractor, understands and acknowledges that it is not entitled and does not desire to be covered by any payroll taxes or other fringe benefits. Contractor agrees to pay its own social security taxes, income taxes and other health insurance benefits.

7. LIABILITY INSURANCE

The Contractor shall, at its own expense, provide for the payment of workers compensation benefits to employees employed on or in connection with the Services covered by this Agreement, in accordance with the laws of the state in which the services are to be done. The Contractor shall also, at its own expense, provide for minimum insurance coverage as follows: general liability in the amount of \$1,000,000, employer's liability in the amount of \$1,000,000. This insurance shall be in effect prior to performing any Services covered by the Agreement. Additional insurance requirements or conditions may be added by amendment and the District, at its discretion, may require Contractor to provide evidence of such insurance. These insurance requirements shall not be deemed to limit the Contractor's liability to the District or any third party.



8. INDEMNITY

Each party hereto agrees to be responsible and assume liability for its own wrongful or negligent acts or omissions, or those of its officers, agents, or employees to the full extent required by law.

9. DURATION AND TERMINATION

The Agreement shall be in effect upon the Effective Date, and shall be terminated by any of the following events: (a) death or dissolution of the Contractor, (b) failure to comply with any applicable law, (c) mutual agreement of the Parties, (d) District giving the Contractor not less than fifteen (15) days advance written notice of termination, or (e) failure of the Contractor to cure any material breach within (7) seven days of receipt of written notice from the District. The District may at any time stop performance of Services without terminating the Agreement. Otherwise, this Agreement shall remain in force until October 13, 2023, or earlier if the Services contemplated hereunder are completed to the satisfaction of the District.

10. CONDITIONS OF SERVICE AND NON-INTERFERENCE WITH PROJECT OPERATIONS

The Contractor has informed itself of all conditions relating to the Services to be provided. Contractor understands that it may be performing Services hereunder at one or more of the District's hydroelectric projects or other facilities and that Contractor must at all times conduct its business so as to create a minimum of interference with operation and maintenance of said projects and facilities.

11. STANDARD OF PERFORMANCE

Contractor will perform its Services with the level of skill, care and diligence normally provided by and expected of persons performing Services similar to and like those to be performed pursuant to this Agreement. Contractor understands and acknowledges that the District will be relying upon its accuracy, competence and credibility and the completeness of the Services to be provided hereunder. All personnel shall be fully qualified and authorized to perform the Services.

12. WORK PRODUCT

All data, designs, drawings, calculations, information obtained, materials information and the results of all Services performed by Contractor hereunder in written, electronic or other form, shall be considered work for hire and shall become the property of the District upon completion of the Services performed and shall be delivered to the District prior to final payment. The District's "Drafting Standards and Specifications," if applicable, are attached as an Exhibit. The District's "Consultant's Guide to Development of Design Documents" are attached hereto as an Exhibit.



13. REVIEW OF VENDORS'/CONSTRUCTION CONTRACTORS' SUBMITTALS

Contractor's review and approval of submittals, required by vendors/construction contractors by the terms of construction contracts, shall not relieve the construction contractor of his obligations thereunder, nor be construed to confer any obligations of others upon Contractor.

14. DISCLOSURE OF CONFIDENTIAL INFORMATION

Contractor shall not divulge or sell to any third parties any information, which is not otherwise publicly available, obtained from or through the District or developed hereunder, including District retail customer private or proprietary information as defined in RCW 19.29A, without first obtaining approval from the District or its designated representative. Contractor shall supply all Deliverables provided hereunder in draft report form to the District for review and comment before any reports are finalized or distributed to any third Parties. The Parties have executed a Confidentiality Agreement; it is attached hereto as an Exhibit and the terms are incorporated into the Agreement by this reference.

15. PURCHASE OF MATERIAL/EQUIPMENT

Contractor agrees that any materials and/or equipment purchased hereunder at the direction of the District shall be in compliance with Washington public works and bid laws. Verification of compliance shall be provided upon written request by the District. Any materials and/or equipment purchased hereunder are the property of the District and upon completion of the Services, all such materials and/or equipment shall be returned to the District prior to the final payment. This includes all items purchased, which are charged to the District.

16. ACCESS TO RECORDS

The District shall have access to any book, document, paper and record of the Contractor which is pertinent to this Agreement for the purposes of making audits, examination, excerpt and transcriptions.

All such records and all other records pertinent to this Agreement and work undertaken pursuant to this Agreement not provided to the District shall be retained by the Contractor for a period of six (6) years after the completion of the work, pursuant to this Agreement, unless a longer period is required to resolve audit findings or litigation. In such cases, the District may request, and the Contractor shall abide by, such longer period for record retention.



17. QUALIFIED PERSONNEL

All services required hereunder will be performed by the Contractor or under Contractor's supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state or local law to perform such services. Contractor personnel assigned to perform services hereunder, as identified in Scope of Services Exhibit, shall not be replaced without written approval in advance by the District's Project Leader.

18. COPYRIGHT

Copyright in all material created by the Contractor as part of this Agreement shall be the property of both parties.

19. COMPLIANCE WITH LAWS, RULES, AND REGULATIONS

Contractor shall comply with all applicable federal, state and local laws and regulations, all of which are deemed to be incorporated into this Contract as if fully set forth.

20. DRUG FREE WORKPLACE

Contractor agrees to abide by the Drug Free Workplace Act of 1988. Contractor shall immediately remove any employee from further work when it is determined that they are not fit for duty. Contractor further agrees that failure to comply with the aforementioned shall be cause for the District to immediately terminate this Agreement without advance notice.

21. VIOLENCE IN THE WORKPLACE

The carrying or possession of firearms or other weapons is prohibited at all times in District buildings or on District property, including District parking lots and in vehicles. The carrying or possession of firearms or other weapons is prohibited on any other District location while performing duties for the District under this Agreement.

The Contractor shall immediately remove any employee from further work if it is determined that the person is carrying or in possession of firearms or other weapons, as defined in the District's Violence in the Workplace Policy, a copy of which is available upon request.

The failure of the Contractor to comply with this section shall be deemed cause for the District to immediately terminate this Agreement without advance notice.

22. SAFETY

The Contractor and subcontractors, if any, shall take all safety precautions and shall comply with all laws and regulations with regard to safety and the work to be performed.



The Contractor shall ensure all employees are aware of the hazards associated with Covid-19 and provide prevention, training and work procedures to perform the Work in accordance with Federal, State, local health and safety requirements and best practices, and District policies including any mask mandates. Contractor shall provide the name and contact information of the Contractor's designated safety representative who is responsible for dealing with Covid-related issues.

Contractor shall notify the District in the event a Contractor's employee has worked on District premises at any time during the 48 hours prior to: (1) testing positive for COVID-19; or (2) coming in close contact with a confirmed, positive COVID-19 individual. The notification will include a list of District employees who were in contact with Contractor's employee. Notification shall not include the name of Contractor's employee.

Notifications should be sent to: covid19@chelanpud.org
(509) 661-4700

23. SECURITY

Contractor agrees to comply with the District's Security and Badging Program as may be amended. The District will issue badges or provide other security access as deemed appropriate by the District to Contractor employees who are authorized to enter District facilities. The District's Security policy is available to the Contractor upon request.

24. NOTICES

Any notices shall be effective as personally served upon the other party or if mailed by registered or certified mail, return receipt requested, to the following addresses:

Public Utility District No. 1 of Chelan
County

Attn.: Von Pope

P. O. Box 1231
327 N. Wenatchee Avenue
Wenatchee, WA 98807
Phone: (509) 663-4625
Email: Von.Pope@chelanpud.org

Washington State University

Attn: Office of Research Support and
Operations

Lightly Student Services Building, Rm
280 PO Box 641060
Pullman, Washington 99164-1060
Phone: 509-335-9661
Email: orso@wsu.edu

25. INVASIVE SPECIES CONTROL

Invasive Species can include aquatic and/or terrestrial insects, plants, and/or animal organisms. The Contractor is required to ensure all equipment, material, and other potential invasive species' conveyances are free of any/all invasive species prior to arrival



at Project site. Prior to mobilization to the Project site, the Contractor is required to provide to the District's Project Manager a signed declaration, on the form provided as Exhibit B, stating Contractor is responsible to ensure, and has ensured, that all equipment, materials and other items arriving at the Project area from any locations other than Chelan, Douglas, Grant, or Okanogan Counties in Washington State are, and will be, free of all invasive species. The Parties have executed an Invasive Species Declaration; it is attached hereto as an Exhibit and the terms are incorporated into the Agreement by this reference.

26. WAIVER OF BREACH

The waiver by either party of the breach of any provision of this Agreement by the other party must be in writing and shall not operate or be construed as a waiver of any subsequent breach by such other party.

27. ASSIGNMENT/SUBCONTRACTS

Insofar as this Agreement pertains to services, the Contractor shall not assign or subcontract any portion of the Services without written permission from the District.

28. ATTORNEY'S FEES

In the event it is necessary for either party to utilize the services of an attorney to enforce any of the terms of this Agreement, such enforcing party shall be entitled to compensation for its reasonable attorney's fees and costs. In the event of litigation regarding any of the terms of this Agreement, the substantially prevailing party shall be entitled, in addition to other relief, to such reasonable attorney's fees and costs as determined by the court.

29. GOVERNING LAW AND VENUE

This Agreement shall be governed by the laws of the State of Washington. Contractor submits to the exclusive jurisdiction of the courts in the State of Washington, USA. Venue for any action to enforce or interpret this Agreement shall be in Superior Court for Chelan County, Washington.

The parties hereby incorporate the requirements of 41 C.F.R. §§ 60-1.4(a), 29 C.F.R. Part 471, Appendix A to Subpart A, 41 C.F.R. § 60-300.5(a)ii and 41 C.F.R. § 60-741.5(a), if applicable.

This contractor and subcontractor shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex,



sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.

30. TIME IS OF THE ESSENCE

Time is of the essence in performance of the Services. The Contractor agrees to complete the Services to the reasonable satisfaction of the District within the contract agreed upon by the parties.

31. PRECEDENCE

In the event there is any conflict between a provision of this Agreement and any statement, term or provision in any exhibit or attachment hereto, this Agreement shall be controlling unless the conflicting provision in the exhibit or attachment expressly states that it supersedes or replaces a specific provision or provisions of the Agreement.

32. ENTIRE AGREEMENT

This instrument and any exhibits hereto contain the entire and final Agreement of the parties.



33. AUTHORIZED SIGNATURES

Each individual executing this Agreement warrants they are fully authorized to bind their principal to the terms and conditions of this Agreement.

The parties acknowledge and agree that this document may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include those signed via electronic medium or electronically scanned and transmitted versions (e.g., via pdf) of an original signature.

IN WITNESS WHEREOF, the parties have executed this Agreement on
4/10/2023 (Effective Date).

PUBLIC UTILITY DISTRICT NO. 1 OF
CHELAN COUNTY

WASHINGTON STATE UNIVERSITY

By: Von Pope

By: Dan Nordquist

Name: Von Pope

Name: Dan Nordquist

Title: Senior wildlife Biologist

Title: AVP/DVP and Authorized Signatory



EXHIBIT A SCOPE OF SERVICES
SA NO. 23-12735
WASHINGTON STATE UNIVERSITY

Pursuant to the Agreement 23-12735, the Contractor agrees to perform the Services described below at the hourly rates or price(s) set forth below:

1. PROJECT DESCRIPTION AND DELIVERABLES

The Contractor agrees to perform the following Services:

- a.** Increase the population of biological control insects in an effort to reduce the spread of noxious weeds on public lands within the Rocky Reach Wildlife Area (RRWA):

Contractor shall collect approximately 3,000 USDA approved biological control agents, and release them on public lands within the Chelan River Gorge area (Appendix A) within the Rocky Reach Wildlife Area to control on or more of the following noxious weed species: Dalmatian Toadflax (*Linaria Genistifolia Damatica*), Spotted Knapweed (*Centaurea Maculosa*), Diffuse Knapweed (*Centaurea Diffusa*), Russian Knapweed (*Acroptilon Repens*), and Rush Skeleton Weed (*Chondrilla Juncea*), collectively defined as target weeds. Timing of releases shall take into consideration the phenology of the target weeds at the proposed release sites. Releases may occur at different times and intervals to give the biological control agents the opportunity to become established at the proposed release sites. The number and location of release sites may change depending on phenology, cover, and availability of biological control agents.

The Contractor shall mark release sites with GPS, photo each release site, and include this documentation with the final report and invoice to the District. A draft and final summary report shall be provided to the District stating the number and location of release sites, dates of release, and approximate number of biological control agents released at each site.

- b.** Increase the population of biological control insects in an effort to reduce the spread of purple loosestrife (*Lythrum Salicaria*), St. Johnswort (*Hypericum Perforatum*), and Russian Knapweed (*Rhaponticum Repens*) to reduce potential impacts on Ute Ladies' Tresses (*Spiranthes diluvialis*) per the recommendation of the Ute Ladies' Tresses Subcommittee,.

The Contractor shall collect approximately 1,000 biological control insects including *Galerucella* spp., *Nanophyes* spp., *Jaapiella Ivaniikovi*, and *Chysollinal* spp. and release them within 100 feet of known *S. Diluvialis* sites along Rocky Reach Reservoir on public land within the Rocky Reach Project Boundary (Appendix B). Timing of releases shall take into consideration the phenology of noxious weeds to be controlled



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at the proposed release sites. Releases may occur at different times and intervals so as to give the biological control agents the opportunity to become established at the proposed release sites.

No releases should occur on land owned by the Bureau of Land Management (BLM).

The Contractor shall mark release sites with GPS, photo each release site, and include this documentation with the final report and invoice to the District. A draft and final summary report shall be provided to the District stating the number and location of release sites, dates of release, and approximate number of biological control agents released at each site.

- c. The Contractor shall provide a final report that summarizes the date, number and location for each biological control release site, including total number of bugs released.
- Draft report due to the District in Microsoft Word and Excel formats by September 30, 2023.
 - Final report due to the District in Microsoft Word and Excel formats by October 30, 2023.
- d. The Contractor shall provide separate invoices for Items 1.a. and 1.b. of this Scope of Services.

2. RATES

The Contractor shall perform the Services and charge the following price(s) for the Services:

- \$3,000 upon delivery of final report for Project 1.a.
- \$1,000 upon delivery of a final report for Project 1.b.

Final payment of Items 1.a. and 1.b., shall not be made until the completion of 1.c.

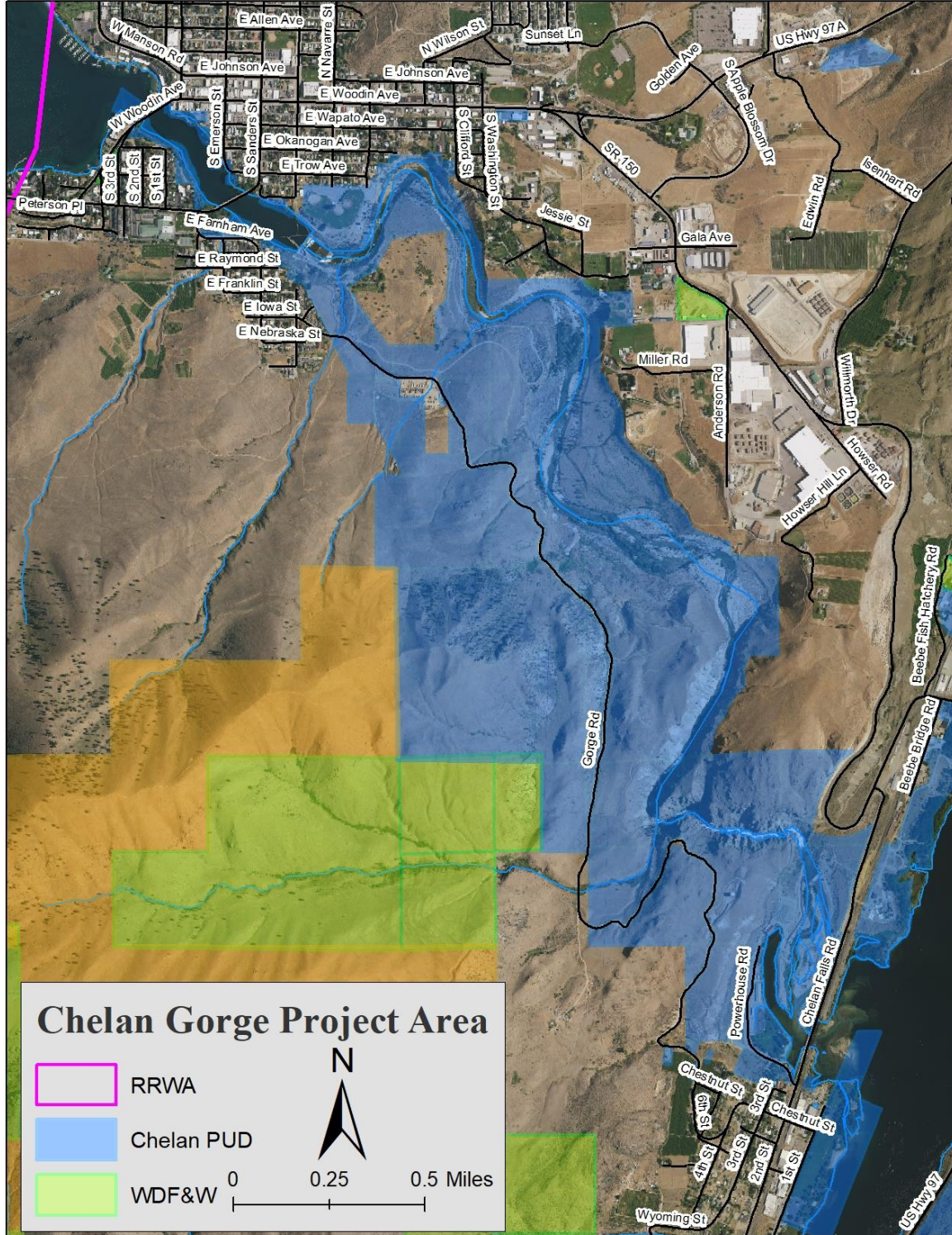
3. PROJECT LEADERS

The District's Project Leader is Von Pope, who may be reached by phone at (509) 661-4625], and by email at von.pope@chelanpud.org.

The Contractor's Project Leader is Dale Whaley with WSU Extension, Waterville, who may be reached by phone at (509) 754-8531, and by email at dwhaley@wsu.edu .

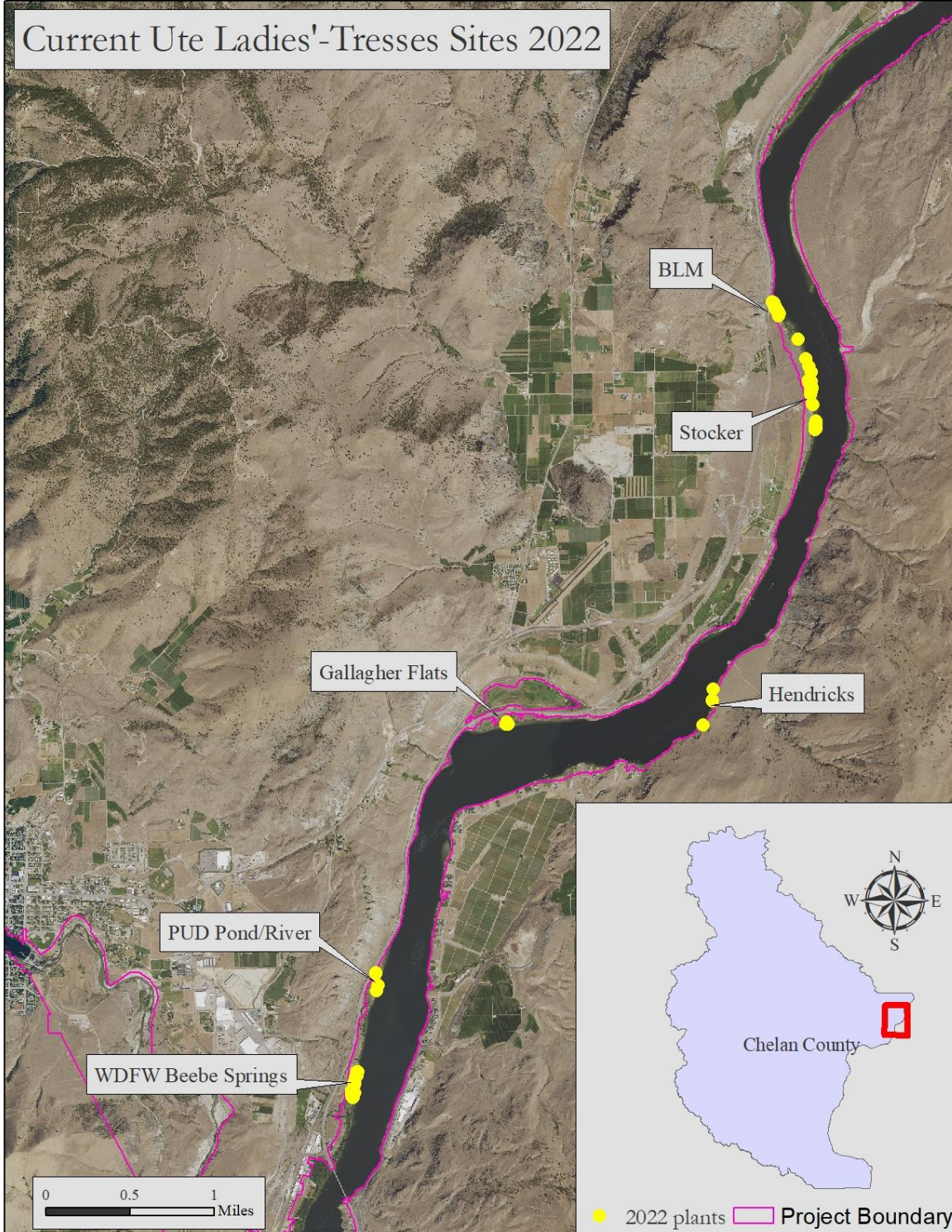


APPENDIX A – Public lands within the Chelan Gorge area suitable for biological control releases, 2023.





APPENDIX B – Biological control release sites, 2023. Location data is confidential, do not distribute.



**EXHIBIT B CONFIDENTIALITY AGREEMENT****SA NO. 23-12735****WASHINGTON STATE UNIVERSITY**

THIS AGREEMENT is made and entered into as of 4/10/2023 by and between Public Utility District No. 1 of Chelan County ("District") and Washington Status University ("Contractor").

WHEREAS, the District has agreed to disclose to Contractor detailed financial, commercial or technical information and data in written or other recorded form not otherwise publicly available ("Confidential Information") for the purpose of implementing the Services/Independent Contractor Agreement between the parties; and

WHEREAS, the release or misuse of the Confidential Information could be detrimental to the District and the District is entitled to assurances that such information will be disclosed and used only for purposes of this Agreement and accomplishment of the purposes of the Services/Independent Contractor Agreement between the parties; and

WHEREAS the District is willing and able to provide the Confidential Information under the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the undertakings as set forth in this Agreement, the parties hereto agree as follows:

1. For purposes of this Agreement, the Contractor shall be defined as "Recipient" relative to receipt of Confidential Information from the District (the "Disclosing Party").
2. Recipient shall not, without the prior written authorization of the Disclosing Party, utilize any Confidential Information for any purpose whatever except as stated herein. Recipient shall not communicate to third parties any Confidential Information without the prior written authorization of the Disclosing Party and Recipient will not utilize any Confidential Information to the technical or economic disadvantage of the Disclosing Party.
3. Confidential Information shall be disseminated within Recipient's organization (including affiliated companies) only to those who have a "need to know."



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4. All Confidential Information shall be marked as such. Either a "Confidential" stamp shall be applied or written instructions shall accompany the transmittal of any Confidential Information.
5. Recipient shall afford Confidential Information the same security and care in handling and storage as Recipient provides for its own similar confidential information.
6. All Confidential Information shall be retained by the parties subject to the terms of confidentiality specified herein; provided that any Confidential Information disclosed by the Disclosing Party shall remain the property of the Disclosing Party and, upon the request of the Disclosing Party, all Confidential Information in written or other recorded form shall be returned to the Disclosing Party.
7. The obligations of Recipient shall not apply with respect to any specific portion of the Confidential Information, when such Confidential Information:
 - a. is known to Recipient prior to receipt and such knowledge is documented in Recipient's records;
 - b. is lawfully received from a third party without restriction imposed by or for the benefit of the Disclosing Party and without breach of this Agreement;
 - c. is now, or subsequently becomes, generally available to the public by publication or otherwise through no act or wrongful failure to act on the part of Recipient;
 - d. is subject to a prior written approval of the Disclosing Party for its disclosure or use by the Recipient;
 - e. is subject to a court order or other governmental requirement for disclosure or production, only after Recipient has first given Disclosing Party the opportunity to object to such order or requirement; or
 - f. is independently developed by Recipient without benefit of the Confidential Information.
8. Any waiver of any part of this Agreement shall not constitute a waiver of any other part; nor shall a waiver of any breach of this Agreement constitute a waiver of any succeeding breach.
9. Nothing in this Agreement shall be construed as Disclosing Party having granted any rights, either express or implied, under any patents or any rights, either express or implied, in any data or know-how, to Recipient.



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10. This Agreement constitutes the entire agreement and understanding between the parties with respect to the furnishing of proprietary or confidential information in connection with the Project, and all prior discussions, negotiations and understandings are superseded.
11. No amendment of this Agreement shall be valid or of any force or effect unless reduced to writing and signed by a duly authorized representative of both parties.
12. Either party may terminate this Agreement at any time by written notice (mailed, hand delivered, or delivered by fax) to the other party. Such termination is effective upon receipt; provided, however, that in the event of such termination the provisions of this Agreement shall continue to apply with full force and effect for a period of ten (10) years from such termination to all Confidential Information furnished prior to the date of termination
13. Nothing herein shall prevent Contractor from disclosing to the Board of Commissioners, independent auditor or other proper authority, information which indicates illegal or unlawful activity has occurred or will occur.
14. Because of the unique nature of the information to be provided, the undersigned understands and agrees that irreparable harm will be suffered in the event that the undersigned fails to comply with any of the obligations above and that monetary damages will be inadequate to compensate for such breach. Accordingly, the undersigned agrees that the District will, in addition to any other remedies available to it at law or in equity, be entitled to injunctive relief to enforce the terms of this Agreement.
15. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Washington. The venue for any action brought pursuant to this Agreement shall be Chelan County.
16. If legal action is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney fees, costs and necessary disbursements, in addition to any other relief granted.

THIS AGREEMENT has been executed by a duly authorized representative of each party as of the day first written above.

The Parties acknowledge and agree that this document may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include those signed via electronic medium or electronically scanned and transmitted versions (e.g., via pdf) of an original signature.



Non-Standard Agreement

PUBLIC UTILITY DISTRICT NO. 1 OF
CHELAN COUNTY

WASHINGTON STATE UNIVERSITY

By: Von Pope

By: Dan Nordquist

Name: Von Pope

Name: Dan Nordquist

Title: Senior wildlife Biologist

Title: AVP/DVP and Authorized Signatory

Date: 4/10/2023

Date: 4/6/2023



EXHIBIT C INVASIVE SPECIES
SA NO. 23-12735
WASHINGTON STATE UNIVERSITY

No Invasive Species can include aquatic and/or terrestrial insects, plants, and/or animal organisms. Contractor, in accordance with the Contract Documents, General Conditions, Invasive Species Control, understands that it is required to ensure that all equipment, material, and other potential invasive species' conveyances are free of any/all invasive species prior to arrival at the Project site. Contractor hereby warrants that it has ensured, and will continue to ensure throughout the execution of the work, that all equipment, materials, and other items arriving at the Project area from any locations other than Chelan, Douglas, Grant, or Okanogan Counties in Washington State are, and will be, free of all invasive species.

The undersigned certifies and declares under penalty of perjury under the laws of the State of Washington that the matter stated herein is true and accurate, and warrants that he/she is fully authorized to act on behalf of Contractor in this regard.

The Parties acknowledge and agree that this document may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include those signed via electronic medium or electronically scanned and transmitted versions (e.g., via pdf) of an original signature.

Contractor Name: Washington State University

Signature: Dan Nordquist

Name (Print): Dan Nordquist

Title: AVP/DVP and Authorized Signatory

Date: 4/6/2023