



**WORLD
RESOURCES
INSTITUTE**

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November 1, 2018

Bonnie Lindstrom
Contracts Coordinator
State of Washington
PO Box 43113
Olympia, WA 98504-3113

Dear Ms. Lindstrom,

World Resources Institute ("**WRI**") is pleased to enter in to this Collaboration Agreement (the "**Agreement**") with the State of Washington (the "**State**").

A. Agreement

1. The State currently supports issues and communications related to climate and clean energy policy development in the State and WRI desires to enhance the ability of the State to conduct such work, which is referred to collectively as the "**Activities**." It is acknowledged and agreed that the State shall direct and control all aspects of the Activities.
2. The State agrees that the Activities will be performed in compliance with all applicable laws, statutes, rules, regulations and orders to which the State or WRI is subject.

B. WRI Contact

The State's contact person at WRI will be Nicholas Bianco, Acting Deputy Director, Climate Program.

C. Funding

1. Funding. In support of the Activities, WRI shall provide the State with a grant, payable during the Term (as defined in Section D.1) of this Agreement as provided and on the schedule set forth in Exhibit A (the "**Funding**").
2. Expenses. Except to the extent specifically provided for herein, the State shall be solely responsible for all expenses the State incurs in the performance of this Agreement. WRI shall not be obligated to pay any such expense except as the parties may subsequently agree in writing.
3. Third Party Expenses. If the State obtains production or other services from third parties pursuant to or in an effort to fulfill its obligations under this Agreement, the State agrees to seek the lowest cost possible for such services, with reasonable allowance for differences in delivery deadlines, work quality and/or uniqueness of product or service.
4. Taxes. Except to the extent specifically provided for herein, WRI shall be liable only for those taxes imposed on a purchaser of services by operation of law. At WRI's request, the State will provide WRI with documentation satisfactory to WRI establishing WRI's liability for such taxes. The State shall be solely responsible for any and all taxes, retirement or

equivalent contributions to payments, disability insurance, unemployment taxes, and other statutory payroll type taxes applicable to such compensation. The State hereby indemnifies and holds WRI harmless from, any claims, losses, costs, fees, liabilities, damages or injuries suffered by the State arising out of the State's failure to respect its obligations in this Section C.4.

5. Request for Payment. Payments of Funding shall be made in accordance with the schedule set forth in Exhibit A.
6. Reporting. On or before June 1, 2019, the State will provide WRI and any other stakeholders with a description of the Activities in which it engaged during the Term.

D. Term and Termination

1. Unless sooner terminated as provided below, this Agreement is effective as of June 2, 2018, regardless of date of execution, and shall continue in force until May 1, 2019. The entire period during which this Agreement is in effect is referred to herein as the "Term."
2. Either party may terminate this Agreement prior to the natural expiration of the Term upon thirty (30) days prior written notice to the other party.
3. In the event of early termination, WRI shall pay the State for the proportional amount due under this Agreement for any Activities completed prior to the date of termination.
4. On natural expiration or on termination of the Agreement, the State shall cease using and authorizing the use of any name or trademark or any information relating to or discussed in this Agreement.

E. Intellectual Property and Publicity

1. WRI is the sole and exclusive owner of its own intellectual property, source documents and other information or materials provided to the State under this Agreement. WRI is also the sole and exclusive owner of its name, logo, and other proprietary materials.
2. The State shall not use, nor authorize others to use, the name, symbols, or marks of WRI, including, without limitation, in any press release or public announcement, or in the promotion of any product or service, without WRI's prior written approval.
3. The State shall retain all rights, including intellectual property rights, in and to all work product resulting from the Activities, it being acknowledged and agreed by the State that it shall make appropriate work product available to the public in a readily accessible format (e.g., on the State's public website) under the most recent version of the Creative Commons Attribution licenses (CC BY).

F. Disclosure of Information

WRI acknowledges that the State is subject to the Public Records Act, Chapter 42.56 of the Revised Code of Washington. If the State receives a public records request for the contents of any data, reports, records, information, work product, designs, or other materials or information produced under this Agreement or provided to the State by WRI in connection with this Agreement, the State will notify WRI of the request and of the date that the records will be released to the requester unless WRI obtains a court order enjoining that disclosure. If WRI fails to obtain the court order enjoining disclosure, the State will release the requested information on the date specified. If WRI obtains a court order from a court of competent jurisdiction enjoining disclosure pursuant to Chapter 42.56 RCW, or other state or federal law that provides for nondisclosure, the State shall maintain the confidentiality of WRI's information per the court order.

G. Liability, Indemnification

1. Limitation of Liability. In no event whatsoever shall WRI be liable to the State for any incidental, indirect, special, consequential or punitive damages or lost profits under any tort, contract, strict liability or other legal or equitable theory arising out of or pertaining to the subject matter of this Agreement. In all other cases, WRI's liability to the State for any matter pertaining to the subject matter of this Agreement shall be limited, to the fullest extent permissible by law, to the total Funding paid by WRI to the State pursuant to this Agreement.
2. Indemnification. To the extent permitted by law, the State agrees to indemnify and hold harmless WRI, and its employees, representatives, officers, directors and agents from any and all liability, loss, damage, claim, cost, or expense, including reasonable counsel fees and expenses, paid or incurred by reason of the State's breach of any of the obligations, covenants, representations or terms contained in this Agreement or by reason of the State's intentional or negligent conduct relating to performance of this Agreement.

H. Warranties and Certifications

3. Authority. The State warrants that it has full power and authority to enter into and perform this Agreement and that it is authorized to accept the funding provided for herein pursuant to Rev. Code Wash. 43.41.100(4) and any other applicable laws.
4. State Law. Each of the State and WRI agree that the Activities and all other activities under this Agreement shall be conducted in accordance with applicable laws.

- I. Information. In addition to the reporting set forth on Exhibit A, the State agrees to provide WRI with such additional information regarding the Activities as WRI may reasonably request.

J. Miscellaneous

1. No Partnership or Joint Venture. This Agreement does not in any way make the parties partners or joint venturers or principal and agent. Neither party shall hold itself out contrary to the terms of this section.
2. Assignments and Subcontracting. Neither party may assign any rights or delegate any duties under this Agreement without the express prior written consent of the other party.

K. Disputes and Choice of Law.

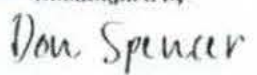
1. The Parties acknowledge that this Agreement is the result of their intentions to collaborate in good faith; they will therefore undertake good faith efforts to resolve any conflicts related to its interpretation, formalization, or compliance. Any dispute under this Agreement that is not resolved by mutual consent shall be decided by WRI's Chief Financial and Operations Officer. The State may appeal the decision of Chief Financial and Operations Officer within ten (10) days of its receipt to WRI's Executive VP/Managing Director, whose decision shall be the final decision of WRI.
2. If resolution is not reached within 60 days and the value of the contract exceeds \$25,000, the issue can be escalated to:
 - a) an in person or remote mediation meeting between the Parties' senior management or
 - b) by submitting any unresolved disputes concerning or arising under this contract to a mediation process to be held in the District of Columbia, with each party to bear its own attorneys' fees and incidental costs, and costs of the mediation to be borne equally by both parties.

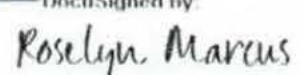
Contract Number: K2575

- 3. Integration, Modification and No Waiver. This Agreement, including Exhibit A attached hereto, sets forth the entire agreement of the parties and replaces and supersedes all other contracts, agreements, and understandings, written or oral, relating to the subject matter hereof. Any amendment or modification to this Agreement must be in writing and signed by both parties. No waiver of any provision of this Agreement shall be valid unless in writing and signed by the party against whom it is sought to be enforced.
- 4. Survival. The duties, obligations, and rights imposed or granted in Sections E, F, G, H and paragraph D.3 of this Agreement survive expiration or termination of this Agreement.
- 5. Execution. This Agreement may be executed in several counterparts, each of which shall be deemed an original.
- 6. Notices. All notices pertaining to this Agreement shall be in writing and shall be transmitted either by personal hand delivery, or by overnight delivery. The addresses set forth below for the respective parties shall be the places where notices shall be sent unless written notice of a change of address is given:
 - (i) For WRI: Don Spencer, World Resources Institute, 10 G Street, NE, Washington, DC 20002
 - (ii) For the State: Bonnie Lindstrom, State of Washington, PO Box 40002, Olympia, WA
- 7. Inquiries. Any questions or inquiries regarding the provisions of this Agreement should be addressed to Don Spencer, Grants and Contracts Director, WRI, 10 G Street, NE, Washington, DC 20002.

L. Acceptance

By signature of this Agreement, the State has reviewed and agrees to be bound by the terms of this Agreement.

DocuSigned by:

 Don Spencer
 Grants and Contracts Director
 World Resources Institute
 Date: December 19, 2018

DocuSigned by:

 Roselyn Marcus
 Assistant Director, Legal and Legislative Affairs
 State of Washington
 Date: December 20, 2018

cc: Contract Files

EXHIBIT A
PAYMENT TERMS

Schedule of Payments	Amount
December 20, 2018	\$128,287.50 upon signature of Agreement
June 15, 2019	\$42,762.50
Total	\$171,050

Contract Number: K2575

All requests for funding must be addressed to the World Resources Institute and contain the following information: beneficiary name; address and contact information; description of the Activities; currency and total amount; signature and date; and beneficiary bank information, including the following:

Beneficiary Name
Beneficiary Bank Name
Beneficiary Bank Address
Bank Account number/ IBAN (for Europe)
SWIFT Code (for International payment)
ABA number (for US domestic payment)
IFCS number (for India)
Clave number (for Mexico)
Intermediary bank info, if applicable