



**WORLD
RESOURCES
INSTITUTE**

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March 8, 2018

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

Dear Ms. Lindstrom,

The World Resources Institute's Climate Program is pleased to enter in to this amended Collaboration Agreement with the State of Washington ("**the State**"). This Collaboration Agreement ("**Agreement**") amends and restates that agreement previously entered into by the World Resources Institute ("**WRI**") and the State dated June 22, 2017 with respect to the subject matter hereof.

A. Agreement

1. The State currently supports issues and communications related to climate policy development in the State and the activities identified in the Scope of Work set forth and attached in Exhibit A, on the schedule specified in that exhibit. The activities set forth in the Scope of Work are referred to collectively as the "**Activities**." The State may seek input from WRI based on its experience, with respect to the Activities, it being 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

Your contact person for this activity will be Christina DeConcini.

C. Funding

1. Funding. In support of the Activities, WRI shall provide the State with a grant, payable during the Term 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. Billing. To receive Funding, the State shall present to WRI, in accordance with the schedule set forth in Exhibit A, a detailed description of the Activities performed (along with appropriate documentation) during the invoice period. The State shall promptly reimburse WRI for any expenses paid by WRI which are determined not to have been a part of the terms of this Agreement.

D. Term and Termination

1. Unless sooner terminated as provided below, this Agreement is effective July 1, 2017 and shall continue in force until June 1, 2018. The entire period during which this Agreement is in effect is referred to herein as the "Term."
2. WRI may terminate this Agreement prior to the natural expiration of its term upon written notice to the State. In addition, each of WRI and the State may, at its sole discretion for any reason, terminate the Agreement prior to the natural expiration of its Term, in the event the other party is in material breach of the Agreement and fails to cure such breach within thirty (30) days after receipt of written notice of such material breach from the terminating party.
3. In the event of early termination:
 - a. The State shall take immediate action to minimize all expenditures financed by this Agreement and shall cancel all obligations unless such cancellation would incur costs greater than any savings through cancellation; and
 - b. To the extent not already prepaid by WRI, WRI shall pay the State for the proportional amount due under this Agreement for any Activities completed prior to the date of termination and for any materials or services the State cannot cancel that the State has committed to purchase in furtherance of the Activities provided that WRI shall be entitled to a refund of any amounts prepaid but not committed by the State and WRI may offset any amount owed against any damages caused by any breach by the State of the Agreement.
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. Confidentiality and Disclosure of Information

The State acknowledges that information and materials regarding WRI's work, programs, strategies, operations, donors, finances, and activities are confidential, and agrees that the State shall treat as confidential and properly safeguard any such information and material which it obtains or to which it has access.

Neither the State nor any employee, contractor, representative or other agent of the State shall divulge to any third party 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 except as authorized in connection with provision of the Services, without the prior written approval of WRI. The State shall not use such contents for any purpose other than in the performance of the Activities. This prohibition includes any information about procedures used, work performed, results obtained, or information gained by the State in connection with this Agreement. This prohibition does not apply to information or materials that (a) are or fall into the public domain; (b) are disclosed to the State by a third party which is not under an obligation of confidentiality to WRI; (c) were already known to the State; (d) are independently developed by the State without reference to WRI's information or materials obtained or developed under this Agreement; and/or (e) must be disclosed pursuant to subpoena or other legal process.

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 Compensation 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

1. Anti-Corruption and Bribery. The UN Convention Against Corruption¹ describes bribery and corruption as "one of the biggest obstacles to development" and both the UK² and the US³ have specific laws that prohibit bribery. Bribery occurs when you offer, pay, seek or accept a payment, gift or favor to influence a business outcome improperly or fail to prevent bribery. Facilitation payments – which are unofficial payments made to public officials in order to secure or expedite the performance of a routine action – are also considered to be bribes. In carrying out and performing Services under this Agreement, the State agrees to comply with all applicable anti-bribery and anti-corruption laws in the countries where the State conducts the Activities under this Agreement. Additionally, the State understands and agrees to comply with the U.S. Foreign Corrupt Practices Act, as revised, which generally prohibits the offer, promise, payment or giving of anything of value either directly or indirectly to any government official for the purpose of obtaining or retaining business or any improper advantage. For purposes of this section, "government official" means any official, officer, representative, or employee of any non-U.S. government department, agency or instrumentality (including any government-owned or controlled commercial enterprise), or any official of a public international organization or political party or candidate for political office. the State further represents that neither the State nor any of its owners, directors, employees, agents, or consultants will directly or indirectly offer to pay, promise to pay or give anything of value to any government official for purposes of (i) influencing any act or decision of such government official in his official capacity; (ii) inducing such government official to do or omit to do any act in violation of the lawful duty of such official; (iii) securing any improper advantage; or (iv) inducing such government official to use his influence with the government or instrumentality thereof to affect or influence any act or decision of the government or such instrumentality with respect to any activities undertaken relating to this Agreement. Additionally, in carrying out and conducting the Activities under this Agreement, the State shall not accept any gift or payment, consideration or benefit of any kind, which would or could be construed as an illegal or corrupt practice. The State will make reasonable efforts to comply with requests for information, including answering questionnaires and narrowly tailored audit inquiries, to enable WRI to ensure compliance with applicable anti-bribery and anti-corruption laws.
 2. Terrorism Certification. The State certifies that it shall not undertake or promote any activity that may directly or indirectly support terrorists, acts of terrorism, or other violent activity, and the State shall take reasonable steps to ensure that no person engaged in the Activities and no person or entity expected to receive funds or other support in connection with this Agreement is named on any list of suspected terrorists or blocked individuals maintained by the government of the United States of America.
 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.
 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.

¹ 1 UN Convention Against Corruption: <http://www.unodc.org/unodc/en/treaties/CAC/>

² 2UK Bribery Act 2010: <http://www.fco.gov.uk/en/global-issues/conflict-minerals/legally-binding-process/uk-bribery-act>

³ 3 US Foreign Corrupt Practices Act 1977: <http://www.justice.gov/criminal/fraud/fcpa/>

J. Miscellaneous

1. Independent Contractor. The State is an independent contractor and is not an employee of WRI. This Agreement does not in any way make the parties partners or joint venturers or principal and agent. The State shall not represent itself as an agent of WRI or act in any other manner inconsistent with its independent contractor relationship to WRI without the express prior approval of WRI.
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. The State shall not subcontract any of the services to be provided under this Agreement without the express prior written approval of WRI.

K. Disputes and Choice of Law.

1. The Parties acknowledge that this contract 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 contract 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.
3. Integration, Modification and No Waiver. This Agreement and Exhibit A attached hereto set forth the entire Agreement of the parties and replace and supersede 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 paragraphs D.3 and G.2 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 subagreement 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

Don Spencer
Grants and Contracts Director
World Resources Institute
Date: March 9, 2018

DocuSigned by:
Roselyn Marcus

Roselyn Marcus
Assistant Director, Legal and Legislative Affairs
State of Washington
Date: March 8, 2018

cc: Contract Files

EXHIBIT A

SCOPE OF WORK AND PAYMENT TERMS

Scope and Schedule of Work

Activities and Reporting

Activity 1 Take forward new and existing climate policies within Washington.

Activity 2. Strengthen collaboration with other Western states.

Activity 3 Build a strong national partnership of governors.

Activity 4 Enhance international engagement of U.S. states.

	Reporting Description	Delivery Date
1	First quarter progress report	September 29, 2017
2	Second quarter progress report	December 31, 2017
3	Third quarter progress report	April 30, 2018
4	Fourth quarter progress report	June 30, 2018

Expenses, and Schedule for Payments

Schedule of Payments	Amount
July 1, 2017	\$33,210 upon signature of Agreement
September 31, 2017	\$33,210 upon receipt and acceptance of first quarterly report and invoice
January 31, 2018	\$33,210 upon receipt and acceptance of second quarterly report and invoice
May 1, 2018	\$33,210 upon receipt and acceptance of third quarterly report and invoice
July 1, 2018	\$38,210 upon receipt and acceptance of fourth quarterly report and invoice
Total	\$171,050

All invoices must be addressed to the World Resources Institute and contain the following information: contractor or vendor name and logo (if applicable); address and contact information; description of the product or services provided; currency and total amount; signature and date; and contractor or vendor 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