



WORLD
RESOURCES
INSTITUTE

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June 22, 2017

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 offer the State of Washington ("Consultant") this contractual agreement ("Agreement") for research services with the Governor's Climate Unit project. The terms and conditions follow below:

A. Services and Scope of Work

1. Consultant agrees to perform those services described in the Scope of Work set forth and attached in Exhibit A, on the schedule specified in that exhibit. The services set forth in the Scope of Work are referred to collectively as the "Services."
2. All Services performed pursuant to this Agreement shall be for charitable and educational activities consistent with WRI's status as an organization exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code ("IRC")
3. Consultant agrees that time is of the essence in the performance of Services under this Agreement, and Consultant shall devote his/her best efforts, skills, and abilities to perform the Services and further the interests of WRI in connection with this Agreement.
4. Consultant shall perform the Services to be provided under this Agreement: (i) in a professional manner; (ii) in conformance with that level of care and skill ordinarily exercised in similar circumstances by providers of the same or similar services and in conformance with prevailing ethical standards applicable to the Services; and (iii) in compliance with all applicable laws, statutes, rules, regulations and orders to which Consultant or WRI is subject. Consultant shall ensure that each person assigned to perform Services has the appropriate level of expertise, training, experience and, where applicable, licenses, necessary to perform such Services.
5. Satisfactory performance by Consultant of the Services to be provided under this Agreement, including acceptability and timeliness of work delivered, shall be determined by WRI, in its sole and exclusive discretion.
6. In providing Services under this Agreement, Consultant agrees to comply with such reasonable instructions, directives or other administrative conditions as may be issued by WRI from time to time in furtherance of this Agreement.

B. Program Contact

Your contact person for this activity will be Samuel Adams.

C. Compensation, Expenses, and Terms of Payment

1. Compensation. In consideration for the satisfactory performance by Consultant of the Services, WRI shall compensate Consultant as specified and in accordance with the schedule set forth in Exhibit A.
2. Expenses. Consultant shall be solely responsible for all expenses Consultant 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 Consultant obtains production or other services from third parties pursuant to or in an effort to fulfill its obligations under this Agreement, Consultant 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. WRI shall be liable only for those taxes imposed on a purchaser of services by operation of law. At WRI's request, Consultant will provide WRI with documentation satisfactory to WRI establishing WRI's liability for such taxes. Consultant 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. Consultant hereby indemnifies and holds WRI harmless from, any claims, losses, costs, fees, liabilities, damages or injuries suffered by the Consultant arising out of Consultant's failure to respect its obligations in this Section C.4.
5. Billing. To receive compensation, Consultant shall present to WRI, in accordance with the schedule set forth in Exhibit A, a detailed description of work performed, (along with appropriate documentation) during the invoice period. WRI may withhold payments due under this Agreement until it has decided that Consultant's invoices are accurate and that Consultant's work is satisfactory. Consultant shall promptly reimburse WRI for any payments that WRI subsequently decides were improper.

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, at its sole discretion for any reason, terminate the Agreement prior to the natural expiration of its Term, effective upon the date of written notice to Consultant. Consultant may terminate the Agreement prior to the natural expiration of its Term in the event WRI 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 Consultant.
3. In the event of early termination:
 - a. Consultant 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 Consultant for the proportional amount due under this Agreement for any satisfactory work completed prior to the date of termination and for any materials or services Consultant cannot

cancel that Consultant has committed to purchase for WRI, provided that WRI shall be entitled to a refund of any amounts prepaid but not committed by Consultant and WRI may offset any amount owed against any damages caused by any breach by Consultant of the Agreement.

4. On natural expiration or on termination of the Agreement, Consultant shall cease using and authorizing the use of any name or trademark or any information relating to or discussed in this Agreement; and shall turn over, transfer, assign and make available to WRI or WRI's representative all property and materials in Consultant's possession or control belonging to WRI, including but not limited to materials developed or produced by Consultant for WRI pursuant to this Agreement and data, work products, designs, materials, and information relating to the planning, implementation, and performance of this Agreement.

E. Intellectual Property and Publicity

1. WRI is the sole and exclusive owner of its source documents and any information or materials provided to Consultant under this Agreement. WRI is also the sole and exclusive owner of its name, logo, and other proprietary materials. Except to the extent owned by third parties or developed by Consultant prior to the date of this Agreement, all items and materials relating to this Agreement and/or to the business of WRI, or prepared, developed, used or provided under this Agreement shall at all times remain the exclusive property of WRI, may only be used as provided pursuant to the Agreement, and shall be delivered to WRI upon its request. Consultant shall have no property rights or interests in such materials.
2. All data, information, work, writings, and materials of any kind (whether in electronic, written or other form) prepared, generated, and/or created by Consultant as a result of Consultant's performance of the Services, including all contributions of its employees, agents, representatives and contractors (collectively the "Works") shall constitute "works made for hire" for WRI under the United States Copyright Act, as amended, and WRI does and will own all right, title and interest in all such Works. To the extent that any individual Work does not constitute a work made for hire, Consultant hereby irrevocably and exclusively assigns to WRI its successors and assigns, all right, title and interest in and to such Work and in and to any intellectual property rights that may come into existence after the expiration or termination of this Agreement, including any United States and/or foreign copyrights, trademarks and/or service marks, in each such Work. Except as expressly provided herein, Consultant waives any so called "moral rights" and rights of attribution Consultant may have with respect to the Works. Consultant shall execute and deliver such instruments and take such other actions as may be required to carry out and confirm WRI's ownership and intellectual property rights as contemplated by this Agreement.
3. All intellectual property (including trademarks, service marks, copyrights and applications therefor) which were owned by or licensed to Consultant (hereinafter "Consultant Intellectual Property") prior to the Services and used by Consultant to develop any Work shall remain the property of Consultant or Consultant's licensor, as the case may be. WRI shall not acquire any right, title or interest in any Consultant Intellectual Property as a result of Consultant's performance of Services except as expressly provided herein. WRI shall have a non-exclusive, irrevocable, perpetual, worldwide, royalty-free license to use and to provide a Creative Commons license, as provided at <http://www.wri.org/publications/permissions-licensing>, to Consultant Intellectual Property that is incorporated into, and/or necessary for the noninfringing use of, any Work.
4. Consultant 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.

Any work produced under this agreement bearing WRI's logo shall not be made publically available unless subject to WRI's quality assurance processes as described in

<http://www.wri.org/publications/excellence>.

5. WRI agrees that Consultant will be acknowledged in any final published Work as having done the research, analysis and drafting of the Work on behalf of WRI within the framework/guidelines/tasks/goals/aims and objectives specified by WRI at the time the Work was commissioned.

F. Confidentiality and Disclosure of Information

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

Neither Consultant nor any employee, contractor, representative or other agent of Consultant 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 Consultant by WRI in connection with this Agreement except as authorized in connection with provision of the Services, without the prior written approval of WRI. Consultant shall not use such contents for any purpose other than providing Services under this Agreement. This prohibition includes any information about procedures used, work performed, results obtained, or information gained by Consultant 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 Consultant by a third party which is not under an obligation of confidentiality to WRI; (c) were already known to Consultant; (d) are independently developed by Consultant 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 Consultant is a state agency and is subject to the Public Records Act, Chapter 42.56 of the Revised Code of Washington. If Consultant 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 Consultant by WRI in connection with this Agreement, Consultant 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, Consultant 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, Consultant shall maintain the confidentiality of the Bidder's information per the court order.

G. Liability, Indemnification [and Insurance]

1. Limitation of Liability. In no event whatsoever shall WRI be liable to Consultant 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 Consultant 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 Consultant pursuant to this Agreement.
2. Indemnification. To the extent permitted by law, Consultant 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 Consultant's breach of any of the obligations, covenants, representations or terms contained in this Agreement or by reason of Consultant's intentional or negligent conduct relating to performance of this Agreement.

H. Warranties and Certifications

1. Conflicts of Interest. Consultant warrants that Consultant is presently, and will remain, for the Term of this Agreement, free from any commitments or conflicts of interest (contractual or otherwise) that would impair Consultant's performance of the Services in accordance with this Agreement. Consultant shall require any permitted subcontractor retained to assist Consultant in the performance of this Agreement to agree to similarly maintain itself free from conflicts of interest.
2. Debarment and Suspension. Consultant certifies that neither Consultant nor any person employed by Consultant in connection with the Services provided under this Agreement is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in providing these Services by any U.S. Federal department or agency. Consultant further certifies that if, at any time after execution of this Agreement, it becomes aware that it or any person employed by it who participated, or is participating, in the performance of any Services under this Agreement is on, or is being added to a U.S. Federal department or agency debarment list, Consultant will provide notice of such to WRI within forty-eight (48) hours of Consultant's becoming aware of this fact.
3. 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, Consultant agrees to comply with all applicable anti-bribery and anti-corruption laws in the countries where Consultant has its principal place of business and where Consultant provides Services under this Agreement. Additionally, Consultant 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. Consultant further represents that neither Consultant 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 performing Services under this Agreement, Consultant 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. Consultant 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.

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

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

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

4. Terrorism Certification. Consultant 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 Consultant shall take reasonable steps to ensure that 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.
5. Consultant's Work Product. Consultant warrants that all Works produced by Consultant in connection with this Agreement are original with Consultant or that Consultant has obtained the necessary permissions to use any Work or any part thereof. Consultant further warrants that Consultant's Work shall not infringe any copyright, defame any person or entity, or violate the privacy rights or any other right of any person or entity.
6. Authority. Consultant warrants that it has full power and authority to enter into and perform this Agreement.

I. Access to Information and Right of Inspection

1. Upon provision of reasonable notice to Consultant, WRI shall have the right to review and inspect activities conducted, data collected, and documentation relevant to this Agreement, including reports, drawings, studies, specifications, estimates, maps, computations, and similar materials prepared by or for Consultant.
2. Consultant shall maintain and make available for the inspection of WRI or its duly authorized representative at reasonable times appropriate accounting records and other evidence of time expended and costs incurred in connection with this Agreement. Consultant shall retain such records for three years from the date of final payment or until all disputes arising under this Agreement have been resolved.

J. Miscellaneous

1. Translation. In the event that this Agreement is translated into another language, the English version of this contract shall be considered the original document.
2. Independent Contractor. Consultant is an independent contractor and is not an employee of WRI. Accordingly, Consultant is responsible for payment of all taxes and business license fees arising out of Consultant's activities under this Agreement and is not entitled to any WRI employee benefits. This Agreement does not in any way make the parties partners or joint venturers or principal and agent. Consultant shall not represent himself or herself as an agent of WRI or act in any other manner inconsistent with his or her independent contractor relationship to WRI without the express prior approval of WRI.
3. 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. Consultant 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 Administrative Officer. Consultant may appeal the decision of Chief Financial and Administrative 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 Subrecipient: 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 Elsie Vélez Whited, Grants and Contracts Director, WRI, 10 G Street, NE, Washington, DC 20002.

L. Acceptance

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

DocuSigned by:

Don Spencer

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Don Spencer
Grants and Contracts Director
World Resources Institute

Date: July 10, 2017

cc: Contract Files

DocuSigned by:

Roselyn Marcus

747F5D262B2C45B...

Roselyn Marcus
Assistant Director, Legal and Legislative Affairs
State of Washington

SSN or TIN
Date: June 26, 2017

EXHIBIT A**SCOPE OF WORK AND PAYMENT TERMS****Scope and Schedule of Work****Activities and Deliverables**

Activity 1 Take forward new and existing 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.

Deliverable	Deliverable 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, 3018
4	Fourth quarter progress report	June 30, 2018

Compensation, Expenses, and Schedule for Payments

Compensation:

Schedule of Payments	Amount
July 1, 2017	\$33,210 upon signature of contract
September 31, 2017	\$33,210 upon receipt and acceptance of first quarterly report and invoice
January 1, 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	\$33,210 upon receipt and acceptance of fourth quarterly report and invoice
Total	\$166,050

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

Expenses: Remove if not applicable

You will be reimbursed for the following reasonable and allowable expenses incurred as a result of this contract. All requests for reimbursement must be accompanied by itemized receipts, boarding passes, and submitted on a timely basis (**note** that alcohol is **not** a reimbursable expense).

1. Total Travel \$ 5,000 _____ ;

Note: If you receive an advance payment for your anticipated expenses, you must submit an itemized accounting of your actual expenses (with original receipts attached) within 15 days of the end date of this agreement. Any unexpended funds must be returned to WRI.

[Add if useful:] Any and every expenditure in excess of \$ 5,000 __ must be authorized in advance by WRI.