



**SPONSORED RESEARCH PROJECT AGREEMENT
ORSO # 141537-001**

1. PARTIES

This Agreement is made and entered into by and between Washington State University ("WSU"), an institution of higher education and agency of the state of Washington, and the City of Vancouver ("Sponsor"). In this Agreement, the above entities are jointly referred to as Parties and individually as Party.

2. PURPOSE

This Agreement provides the terms and conditions for a sponsored project which is of mutual interest and benefit to WSU and Sponsor. The performance of such sponsored project is consistent, compatible, and beneficial to the academic role and mission of WSU as an institution of higher education.

3. SCOPE OF WORK

- 3.1 The Parties acknowledge that this Agreement is for the performance of the sponsored project set forth in *Attachment A–Scope of Work* entitled, "Partnership Proposal" and hereafter referred to as the "Project". *Attachment A–Scope of Work* is attached hereto and incorporated herein by reference.
- 3.2 WSU will exercise diligence and make reasonable efforts to carry out the Project as described in *Attachment A–Scope of Work* and to provide the deliverables listed therein. WSU does not represent or guarantee that the desired results will be obtained under this Agreement.
- 3.3 Reporting Requirements. WSU shall provide written reports on the progress of the Project as follows: shall be provided quarterly. A final written report shall be furnished at the completion of the period of performance.

4. PERIOD OF PERFORMANCE

The period of performance for the Project shall be 06/01/2021 to 12/31/2022 unless a time extension is mutually agreed upon in writing by the Parties.

5. COSTS AND BILLING

- 5.1 It is agreed that total costs to Sponsor under this Agreement shall not exceed \$10,000 without written modification of this Agreement.
- 5.2 Payment under this Agreement will be on a cost reimbursable basis.
- 5.3 Invoicing. Invoices will be provided quarterly at least, using the standard WSU invoice. Invoices will be sent to the notice address listed in §9.8 unless otherwise noted here: _____
- 5.4 Payment. Payments are due to WSU within thirty (30) days of receipt of invoice. Checks should be made payable to Washington State University and sent to: Washington State University, Cashier's Office – SPS, PO Box 641025, Pullman WA 99164-1025

- 5.5 Budget. *Attachment B – Project Budget* sets forth the Project budget. Deviations from this Project budget may be made to and from any expenditure object within the WSU system as long as such deviation is reasonable and necessary to carry out the Scope of Work.

6. CONFIDENTIAL INFORMATION

- 6.1 In order to carry out the Project, the Parties may desire to exchange information that they view as proprietary or confidential. Such information is owned by the disclosing Party and no ownership, license, or other rights thereto is granted hereby other than to conduct the Project set forth in the Scope of Work. Each Party agrees to use reasonable efforts to treat as confidential, and cause their officers and employees to treat as confidential, such information received from the other Party for a period of five (5) years from the date of disclosure. Such reasonable efforts will be no less than the efforts used by the receiving Party to protect its own confidential information. Any such Confidential Information will be distributed within the receiving Party only to those individuals with a “need to know” the information to carry out the Project.
- 6.2 “Confidential Information” must be designated as confidential at the time of disclosure. Written materials must be clearly marked, and oral disclosures must be identified as confidential at the time of disclosure and confirmed in writing within ten (10) days of disclosure.
- 6.3 The obligation to protect Confidential Information shall not apply to any information that: (1) is already in the possession of, or is independently developed by, the receiving Party; (2) becomes publicly available other than through breach of this Agreement; (3) is received from a third party with authorization to make such disclosure; (4) is released with the other Party’s written consent; or (5) is required to be released by law or court order.
- 6.4 In the event that disclosure is required by law or court order, the receiving Party shall provide the disclosing Party with prompt notice so that the disclosing Party may seek a protective order or other official action enjoining that disclosure. In the event that such injunction is not obtained, the receiving party will furnish only that portion of the Confidential Information that is legally required. It is understood that as an agency of the state of Washington, WSU is subject to the Washington Public Records Act, RCW 42.56 et seq. If a Public Records Act request is made to view Sponsor’s Confidential Information, WSU will notify Sponsor as provided above.
- 6.5 The terms of confidentiality set forth in this Agreement shall not be construed to limit the Parties’ right to independently develop products without the use of another Party’s Confidential Information.

7. PUBLICATION

- 7.1 In furtherance of WSU’s role as a public institution of higher education, it is necessary that significant results of research activities be reasonably available for publication by WSU, and Sponsor acknowledges that WSU may publish the results of research conducted in connection with this Agreement. Such publication may also include presentation at academic and other conferences. Unless otherwise directed by Sponsor, WSU will appropriately acknowledge Sponsor’s support of the Project in publications or presentations, in accordance with customary standards.
- 7.2 WSU will provide Sponsor with a copy of any proposed publication resulting from the Scope of Work at least thirty (30) days prior to submission for publication. Sponsor shall have thirty (30) days after receipt of the draft publication to request in writing the removal of portions deemed by Sponsor to contain confidential or patentable material owned by Sponsor, or to request a delay in submission of the draft for publication pending application for patent protection. In either event, WSU shall have

no obligation to delay publication of the draft for longer than one hundred and twenty (120) days following delivery of WSU's notice to Sponsor of intent to publish. If WSU does not receive Sponsor's written response to the notice of intent to publish within the thirty (30) day period, then Sponsor shall be deemed to have consented to such publication. Confidential Information supplied by Sponsor under this Agreement shall not be included in any material published by WSU without written consent of Sponsor or as otherwise provided in § 6.3.

8. INTELLECTUAL PROPERTY

- 8.1 "Intellectual Property" shall mean any Invention, Copyright, Trademark, and/or Proprietary Information produced under the Scope of Work. Consistent with WSU policy, WSU may assign Intellectual Property to a designee of WSU. For purposes of this §8, WSU shall mean either WSU or a designee of WSU for Intellectual Property assigned to it.
- 8.2 Background Intellectual Property. Each Party shall retain title to all Intellectual Property conceived and reduced to practice prior to the start of the work under this Agreement.
- 8.3 Foreground/Project Intellectual Property. WSU will own all rights and title to Intellectual Property created solely by WSU employees. Sponsor will own all rights and title to Intellectual Property created solely by Sponsor employees. Intellectual Property created jointly by employees of WSU and Sponsor will be jointly owned.
- 8.4 Grant of Non-Commercial License to Project Intellectual Property and Copyrights. WSU hereby grants to Sponsor a non-exclusive, non-transferable, royalty-free license to use WSU Foreground/Project Intellectual Property for non-commercial purposes within its own organization, including internal research and development.
- 8.5 Option Rights. Subject to any existing third-party rights, WSU hereby grants to Sponsor an option to negotiate a license to WSU's ownership interest in Project Intellectual Property. WSU shall notify Sponsor of such Intellectual Property within thirty (30) days of WSU Office of Commercialization's receipt of WSU Invention Disclosure forms from WSU inventors. Sponsor shall, within ninety (90) days of receipt of such notification from WSU, inform WSU in writing its intent to negotiate a license. Any such license shall be negotiated in good faith and shall contain terms standard for agreements between universities and industry including, without limitation, clauses providing for payment of reasonable royalties and reimbursement of all past, present, and future expenses incurred in the preparation, filing, prosecution, issuance, and maintenance of Intellectual Property rights. In the event that WSU and Sponsor do not execute a written license agreement within sixty (60) days following Sponsor's exercise of the option, WSU shall be free to negotiate with and to enter into license agreements, including exclusive license agreements, with third parties.
- 8.6 Invention Disclosures submitted to Sponsor by WSU will be treated as Confidential Information under this Agreement and subject to the confidentiality obligations contained herein.

9. GENERAL TERMS AND CONDITIONS

- 9.1 Equipment. WSU shall retain title to any equipment purchased with funds provided under this Agreement.
- 9.2 Environmental and Safety Information. All information and materials provided by Sponsor must be accompanied by the appropriate environmental and safety information, as well as all export control

classifications and/or licenses for those materials as required by United States Law. WSU will observe all applicable United States safety precautions and United States governmental requirements concerning handling of information and materials.

- 9.3 Key Personnel. The WSU Project Director shall be Laurie Larson-Pugh. Sponsor designates Nikki Guillot as the primary Sponsor liaison for the Project Director.
- 9.4 Publicity. Neither Party shall include the name of the other, nor any of the other Party's Trademarks in any advertising, sales promotion, or publicity matter without prior written permission.
- 9.5 Termination. This Agreement may be terminated by either Party upon written notice delivered to the other Party at least thirty (30) days prior to the intended date of termination. By such termination, neither Party may nullify obligations already incurred prior to the date of termination.
- 9.6 Disclaimer. WSU MAKES NO EXPRESS OR IMPLIED WARRANTY AS TO THE CONDITIONS OF THE SCOPE OF WORK, SPONSORED PROJECT, OR ANY INTELLECTUAL PROPERTY, GENERATED INFORMATION, OR PRODUCT MADE OR DEVELOPED UNDER THIS AGREEMENT, OR THE OWNERSHIP, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE SPONSORED PROJECT, SCOPE OF WORK, OR RESULTING PRODUCT.
- 9.7 Indemnity. Each Party to this Agreement shall be responsible for its own acts and/or omissions and those of its officers, employees, and agents. Sponsor shall fully indemnify and hold harmless WSU against all claims arising out of Sponsor use, commercialization, or distribution of Intellectual Property or products that result in whole or in part from the Project.
- 9.8 Notices. Any notice or communication required or permitted under this Agreement must be in writing and delivered to the intended Party at the address below or such other address as may hereafter be designated by notice in writing.

For WSU:

Office of Research Support and Operations
 Lighty 280
 PO Box 641060
 Pullman WA 99164-1060
 orso@wsu.edu

For Sponsor:

City of Vancouver
 PO Box 1995
 Vancouver, WA 98668
 Nikki.guillot@cityofvancouver.us

- 9.9 Law and Venue. This Agreement shall be construed, governed, interpreted, and applied in accordance with the laws of the State of Washington, without regard to its conflict-of-laws provisions. The venue of any action brought hereunder shall be in the Superior Court of Whitman County.
- 9.10 Amendments. No modification or amendment of this Agreement will be binding unless it is in writing and signed by the authorized signatories of the Parties.
- 9.11 Severability. The provisions of this Agreement are severable. If any Court finds any part of this Agreement to be invalid or unenforceable, such invalidity or unenforceability shall not in any way affect the other provisions of this Agreement which can be given effect without the invalid provision, provided that such remainder conforms to the requirements of applicable law and fundamental purpose of this Agreement.
- 9.12 Waiver. The failure of either party to assert a right under this Agreement or to insist upon compliance with any term or condition of this Agreement shall not constitute a waiver of that right.

9.13 Counterparts. This Agreement may be executed in counterparts, each one of which is considered an original, but all of which together constitute one and the same instrument.

This Agreement, together with its *Attachments*, contains all the terms and conditions agreed upon by the Parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the Parties hereto.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the date set forth herein by their duly authorized representatives.

WASHINGTON STATE UNIVERSITY

SPONSOR

Name: _____
Title: _____
Date: _____

Name: _____
Title: _____
Date: _____

ATTACHMENT A – SCOPE OF WORK
ORSO # 141537-001

Description:

Task 1: Construction Site Spill Prevention & Planning The project compliments the existing business inspection program for the City of Vancouver. Four targeted sectors have been selected to prevent pesticides, nutrients, sediment and wastewater pollution from reaching the municipal stormwater system. This project engages with construction sites to develop pollution prevention measures through more complete Stormwater Pollution Prevention Plans. This project brings Vancouver's inspection insights to this targeted sector via webinars, checklists and case studies.

Task 2: Farmer's Market Pollution Prevention

This project includes an outreach campaign to share tips for preventing pollution from fats, oils and grease, cleaning/sanitizing and spill response for farmer's market stalls and food carts. Subject matter experts: City of Puyallup and Spokane

Conduct 2 webinar/zoom meetings with municipal/public health department staff and conduct 2 webinars/zoom meetings for food truck operators on preventing pollution to municipal stormwater system. Post recording and provided checklists and visual aids in multiple languages for posting to the WSC website.

ATTACHMENT B – PROJECT BUDGET
ORSO # 141537-001

TASK 1 Items	Description	Hours	Cost
Host 5 webinars Two audiences: Engineers/planners & on-site contractors 90 minutes	Prep, tech checks, hosting recording, 4 hours each webinar	25	\$1475
Webinar recording edits 90-minute training sessions		10 JB	\$520
Document graphic formatting	Use WSC document graphic templates for branding	4	\$236
Post check list, tip sheet, etc. on WSC construction webpage/stormwater channel	post recording/training check list/visual aids:	10 JB	\$520
Recruit eastern WA jurisdictions	Recruit 2-3 jurisdictions for TAC	5	\$295
Collect data via poll during registration form	package data	5	\$295
registration	5 registrations set ups/close out, communications (pre/post)	15	\$885
Planning time	Meeting to schedule webinars, tech checks, agenda, etc.	15	\$885
	Subtotal	89	\$5,111
	F&A 26%	--	\$1,329
	Totals	89	\$6,440
TASK 2 Items	Description	Hours	Cost
Host (2) 90-minute webinars for municipal/public health department staff	Prep, tech checks, hosting recording, post recording/training check list/visual aids: 6 hours each webinar	12	\$708
Host 2 90-minute webinars for Food truck operators	Prep, tech checks, hosting recording, post recording/training check list (in multiple languages) 6 hours each webinar	12	\$708
Webinar recording edits		10 JB	\$520
Manage registration	registration set ups/close out, communications (pre/post)	12	\$708
Post video, tip sheet, checklist to WSC website/SW Channel	Post to WSC website	4 JB	\$208
Document graphic formatting	Use WSC document graphic templates for branding	4	\$236
Planning time	Preparatory meetings	6	\$354
	Subtotal	60	\$3,442
	F&A 26%	--	\$ 895
	Totals	60	\$4,337