

**INTERAGENCY AGREEMENT No. C800404****BETWEEN****University of Washington, Community College Research Initiatives****AND****Seattle Colleges**

This Agreement is made and entered into by and between the University of Washington, referred to as UW, located at 4333 Brooklyn Ave. NE, Seattle, WA 98185-9472, Seattle, WA 98195 and the Seattle Colleges, referred to as (SC) and is issued pursuant to the Interlocal Cooperation Act, chapter 39.34 RCW.

**1. PURPOSE**

The purpose of this Agreement is to serve as the external evaluator for the National Science Foundation grant awarded to the Seattle Colleges to fund the "Louis Stokes B2B Alliance: Puget Sound Alliance" project.

**2. STATEMENT OF WORK**

The UW shall furnish the necessary personnel, equipment, material and/or service(s) and otherwise do all things necessary for or incidental to the performance of work set forth below:

- Collect data to evaluate the Puget Sound Alliance LSAMP grant.
  - Meet with Alliance Manager to get quantitative data and documents for analysis quarterly
- Work with Co-PIs to create survey's for LSAMP participants focused on STEM identity, interest, self-efficacy, and confidence in doing research.
- Conduct annual student interviews in spring quarter 2021, 2022, and 2023 to gather data about influence of grant activities students interest, identity, sense of belonging and confidence in their ability to do research.
- Meet virtually or in-person with North Seattle College Co-PIs quarterly to learn about progress in accomplishing grant activities.
- Meet with Co-PIs and managers at Green River and Pierce bi-annually to learn about progress in accomplishing grant activities.
- Collect, summarize, and document qualitative and quantitative data for annual evaluation report on the Puget Sound Alliance LSAMP grant.  
Attend quarterly meetings with North Co-PIs and Alliance manager and biannual meeting with Green River and Pierce Co-PIs and managers.

The following chart describes the evaluation plan that the contractor will carry out to measure the LSAMP Project's progress towards its four desired outcomes. The activities described in the statement of work (above) will provide the contractor with access to the personnel, students, and information needed in order to carry out this evaluation plan.

## Evaluation Questions, Indicators and Methods

Grant Outcomes 1: Increased URM students: enrollment, STEM Associate degree completion, transfer to 4-year universities		
Evaluation Questions	Indicators	Method/Data Collection
To what extent is the PSAlliance meeting their objectives for increasing the number and retention of URM STEM students?	Numbers of URM students in STEM at Alliance colleges.	<u>Quantitative:</u> Review documents from Alliance Manager on total number of students participating in activities. Review student-level data the Manager gathered on retention, completion and transfer of URM at PSAlliance institutions.
To what extent has the PSAlliance accomplished their planned grant activities?	Retention, completion, and transfer rates of URM students.	
	LSAMP student participation in PSAlliance activities and intensity of participation.	<u>Qualitative:</u> Interviews with PI/Co-PI and Alliance Manager. Content analysis of notes from Leadership meetings and other documents.
	Planned activities to promote URM STEM student recruitment, retention, and transfer accomplished.	
	PSAlliance manager creating infrastructure for data collection and communication channels around activities.	
Grant Outcome 2: URM STEM students increased sense of belonging and enhanced science interest and identity		
Evaluation Question	Indicators	Method/Data Collection
How have PSAlliance activities influenced LSAMP students' sense of belonging, science interest and identity?	LSAMP students report on impact of LSAMP activities on sense of belonging, science interest and identity.	<u>Qualitative:</u> Interviews or focus groups with LSAMP students.
		Surveys co-designed with external evaluator and PIs.
Grant Outcome 3: URM STEM students enhanced interest and confidence in doing research		
Evaluation Question	Indicators	Method/Data Collection
How has participating in an URE influenced LSAMP students' perception of research and their own abilities to do research?	LSAMP students describe how research supported or impeded their interest and confidence in future research.	<u>Qualitative:</u> Interviews or focus groups with LSAMP students.
	LSAMP student participation rate in URE.	<u>Quantitative:</u> Analyzing data of modified of CURE survey
Grant Outcome 4: Institutionalization of UREs at PSAlliance colleges		
Evaluation Question	Indicators	Method/Data Collection
How have PSAlliance activities and the community of practice led to changes at PSAlliance institutions around URE?	Community of practice meetings	<u>Qualitative:</u> Review documents on PSAlliance activities and community of practice meetings.
	Number of URE opportunities within PSAlliance	<u>Interviews with PI/Co-PIs and Alliance Manager.</u>
	Institutional changes to support sustainability of UREs	

The findings from these evaluations questions will be used to guide the LSAMP leadership team in their formative assessment of the LSAMP Alliance.

### 3. DELIVERABLES

UW shall produce the following written reports or other written documents (deliverables) by the dates indicated below.

Submit to North Seattle College PIs the Annual Evaluation Report by June 15th, 2021; June 15th, 2022; and July 30, 2023. The report is to include a synopsis of Alliance activities and a detailed summary of the evaluators methods and findings for each of the four outcomes described above.

All written reports required under this contract must be delivered to Ann J. Murkowski, Biology Faculty, North Seattle College, the Contract Manager, in accordance with the schedule above.

#### 4. SC RESPONSIBILITIES

SC has assigned Ann Murkowski, Co-Primary Investigator, to oversee the UW's work and provide support as needed. Specific duties SC will perform include:

- Provide administrative oversight of the project, in coordination with the LSAMP Program Manager.
- Receive, review, and approve invoices submitted by the Contractor
- In conjunction with the LSAMP Program Manager, prepare and submit annual reports regarding project progress to the National Science Foundation, and including reports prepared by the Contractor.
- In conjunction with the PI, co-PIs, and LSAMP Program Manager, monitor: a) each college's expenditures and track actual against awarded budget, and b) each college's progress towards stated outcomes.

#### 5. PERIOD OF PERFORMANCE

Subject to its other provisions, the period of performance of this Agreement shall commence on August 1, 2020, and be completed on July 30, 2023, unless terminated sooner as provided in this Agreement, or extended through a properly executed amendment.

#### 6. COMPENSATION

Compensation for the work provided in accordance with this Agreement has been established under the terms of chapter 39.34.130 RCW. The parties have estimated that the cost of accomplishing the work herein will not exceed Seventy-Five Thousand Dollars, (\$75,000.00). Payment for satisfactory performance of the work shall not exceed this amount unless the parties mutually agree to a higher amount prior to the commencement of any work that will cause the maximum payment to be exceeded. The UW shall be compensated on the basis of completion of work as set forth in the table below.

Due Date(s)	Task or Benchmark	Amount
By October 31, 2020 and Aug. 31, 2021 and 2022	Meet with North Seattle College PIs and Alliance Manager to work on student survey and create meeting schedule	\$5,000
By Dec. 31	Meet regularly with all Co-PIs and gather data on grant activities	\$5,000
By April 30	Complete annual student interviews. Includes working with Co-PIs on questions, arranging/conducting interviews, and summarizing findings	\$7,000
By June 15, 2021 and 2022 and July 30, 2023	Deliver annual report to PI	\$8,000

The parties agree that SC shall **NOT** be responsible for any additional costs or expenses incurred by UW in the performance of work described in this Agreement, which include but are not limited to travel, lodging, meals, and other miscellaneous expenses otherwise incurred by the UW. Compensation for a deliverable shall be up to, but shall not exceed, the budgeted cost for a deliverable regardless of hours worked or other expenses related to a deliverable. Any variance shall be justified to SC's Contract Manager who shall have discretion to approve/disapprove compensation for such variance.

In the event additional funds become available, any Agreement awarded may be renegotiated to provide for additional services (e.g., model development, implementation, etc.) subject to satisfactory completion of a previous phase.

## **BILLING PROCEDURES**

The UW shall submit invoices based upon satisfactory acceptance of each benchmark. Payment for approved goods and/or services will be made by check, warrant or account transfer within 30 days of receipt of the invoice. Upon expiration of the Agreement, invoices shall be paid, if received within 30 days after the expiration date. However, invoices for all work done within a fiscal year must be submitted within 30 days after the end of the fiscal year

### **7. BILLING DETAIL**

Each invoice voucher submitted to Agency by the (State Agency Abbreviation) shall include such information as is necessary for the Agency to determine the exact nature of all expenditures. At a minimum, the UW shall specify the following:

- a. SC Agreement Number C800404.
- b. A description of the work performed, the progress of the project, and fees,
- c. The total amount of taxes. *(If applicable)*
- d. The total invoice charge.

### **8. DUPLICATION OF BILLED COSTS**

The UW shall not bill the Agency for services performed under this contract, and the Agency shall not pay the SC, if the SC is entitled to payment or has been or will be paid by any other source, including grants, for that service.

### **9. FUNDING CONTINGENCY**

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement and prior to completion of the work in this Agreement, the Agency may:

- a. Terminate this Agreement with 30 days advance notice. If this Agreement is terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.
- b. Renegotiate the terms of the Agreement under those new funding limitations and

conditions,

- c. After a review of project expenditures and deliverable status, extend the end date of this Agreement and postpone deliverables or portions of deliverables, or
- d. Pursue such other alternative as the parties mutually agree to writing. <sup>1</sup>

## 10. AMENDMENT

This Agreement may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

## 11. ASSIGNMENT

The work to be provided under this Agreement, and any claim arising under this Agreement, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

## 12. ASSURANCES

The parties agree that all activity pursuant to this Agreement shall be in accordance with all applicable federal, state and local laws, rules, and regulations as they currently exist or as amended.

## 13. CONTRACT MANAGEMENT

The contract manager for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Agreement.

The Contract Manager for UW is:	The Contract Manager for SC is:
<u>Lia Wetzstein, Ph.D</u> <small>(Contract Manager's Name &amp; Title)</small>	<u>Ann Murkowski, Biology Faculty</u>
<u>University of Washington</u> <small>(State Agency's Name)</small>	<u>North Seattle College</u> <small>(Contract Manager's Name &amp; Title)</small>
<u>4311 11<sup>th</sup> Ave. NE, Suite 354987</u> <small>(Contract Manager's Address)</small>	<u>9600 College Way North</u> <small>(State Agency's Name)</small>
<u>Seattle, WA 98195</u> <small>(Contract Manager's Address)</small>	<u>Seattle, WA 98103</u> <small>(Contract Manager's Address)</small>
Phone: (253) 202-1267	Phone: (206) 934-4511
E-Mail: lwetzs@uw.edu	E-Mail: ann.murkowski@seattlecolleges.edu

## 14. DISPUTES

In the event that a dispute arises under this Agreement, either of the parties may request intervention by the Governor, as provided by chapter 43.17.330 RCW, in which event the Governor's process will control.

The cost of resolution will be borne as allocated by the Dispute Board or the Governor.

#### **15. GOVERNING LAW AND VENUE**

This Agreement shall be construed and interpreted in accordance with the laws of the state of Washington and the venue of any action brought under this Agreement shall be in Superior Court for Thurston County.

#### **16. INDEPENDENT CAPACITY**

The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

#### **17. MAINTENANCE OF RECORDS**

- a. The parties to this Agreement shall each maintain books, records, documents and other evidence that sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the service(s) described herein. These records shall be subject to inspection, review or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six years after expiration of agreement. The Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period.
- b. If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.
- c. Records and other documents, in any medium, furnished by one party to this Agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available any confidential information to any third parties without first giving notice to the furnishing party and giving it a reasonable opportunity to respond. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties. However, the parties acknowledge that State Agencies are subject to chapter 42.56 RCW, the Public Records Act.

#### **18. ADDITIONAL TERMS AND CONDITIONS**

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the

recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

#### a. DATA SECURITY

##### Protection of Confidential Data

Service Provider agrees to abide by the limitations on re-disclosure of personally identifiable information from education records set forth in The Family Educational Rights and Privacy Act (34 CFR § 99.33 (a)(2) ) and with the terms set forth below. 34 CFR 99.33 (a)(2) states that the officers, employees and agents of a party that receives education record information from the Institution may use the information, but only for the purposes for which the disclosure was made.

**Definition: *Covered data and information (CDI)*** includes paper and electronic student education record information supplied by Institution, as well as any data provided by Institution's students to the Service Provider.

**Acknowledgment of Access to CDI:** Service Provider acknowledges that the Agreement allows the Service Provider access to CDI.

**Prohibition on Unauthorized Use or Disclosure of CDI:** Service Provider agrees to hold CDI in strict confidence. Service Provider shall not use or disclose CDI received from or on behalf of Institution (or its students) except as permitted or required by the Agreement, as required by law, or as otherwise authorized in writing by Institution.

Service Provider agrees not to use CDI for any purpose other than the purpose for which



the disclosure was made.

**Return or Destruction of CDI:** Upon termination, cancellation, expiration or other conclusion of the Agreement, Service Provider shall return all CDI to Institution or, if return is not feasible, destroy any and all CDI. If the Service Provider destroys the information, the Service Provider shall provide Institution with a certificate confirming the date of destruction of the data.

**Remedies:** If Institution reasonably determines in good faith that Service Provider has materially breached any of its obligations under this contract, Institution, in its sole discretion, shall have the right to require Service Provider to submit to a plan of monitoring and reporting; provide Service Provider with a fifteen (15) day period to cure the breach; or terminate the Agreement immediately if cure is not possible. Before exercising any of these options, Institution shall provide written notice to Service Provider describing the violation and the action it intends to take. If the Family Policy Compliance Office of the U.S. Department of Education determines that the Service Provider improperly disclosed personally identifiable information obtained from Institution's education records, Institution may not allow the Service Provider access to education records for at least five years.

**Maintenance of the Security of Electronic Information:** Service Provider shall develop, implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all electronically maintained or transmitted CDI received from, or on behalf of Institution or its students. These measures will be extended by contract to all subcontractors used by Service Provider.

**Reporting of Unauthorized Disclosures or Misuse of Covered Data and Information:** Service Provider shall, within one day of discovery, report to Institution any use or disclosure of CDI not authorized by this agreement or in writing by Institution. Service Provider's report shall identify: (i) the nature of the unauthorized use or disclosure, (ii) the CDI used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Service Provider has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action Service Provider has taken or shall take to prevent future similar unauthorized use or disclosure. Service Provider shall provide such other information, including a written report, as reasonably requested by Institution.

**Indemnity:** Service Provider shall defend and hold Institution harmless from all claims, liabilities, damages, or judgments involving a third party, including Institution's costs and attorney fees, which arise as a result of Service Provider's failure to meet any of its obligations under this agreement.

**Note:** Inclusion of data provided by students into the terms of the contract will depend upon the contract and may not be needed.

## **19. ORDER OF PRECEDENCE**

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

- a. Applicable state and federal statutes, and local laws, rules and regulations;
- b. National Science Foundation Research Terms and Conditions available at <https://www.nsf.gov/awards/managing/rtc.jsp>.
- c. Statement of Work;
- d. Exhibits and Appendices – list separately; and
- e. Any other provisions of the agreement, including materials incorporated by reference.

## **20. RESPONSIBILITIES OF THE PARTIES**

Each party to this Agreement hereby assumes responsibility for claims and/or damages to persons and/or property resulting from any act or omissions on the part of itself, its employees, its officers, and its agents. Neither party assumes any responsibility to the other party for the consequences of any claim, act, or omission of any person, agency, firm, or corporation not a part to this Agreement.

## **21. SEVERABILITY**

If any term or condition of this Agreement is held invalid, such invalidity shall not affect the validity of the other terms or conditions of this Agreement.

## **22. SITE SECURITY**

While on Agency premises, the (State Agency Abbreviation), its agents, employees, or Subcontractors shall comply with the Agency security policies and regulations.

## **23. SUBCONTRACTING**

- a. "Subcontractor" means one not in the employment of a party to this Agreement, who is performing all or part of those services under this Agreement under a separate contract with a party to this Agreement. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.
- b. Except as otherwise provided in the Agreement, the (State Agency Abbreviation) shall not subcontract any of the contracted services without the prior approval of the Agency. The (State Agency Abbreviation) is responsible to ensure that all terms, conditions, assurances and certifications set forth in this Agreement are included in any and all Subcontracts. Any failure of (State Agency Abbreviation) or its Subcontractors to perform the obligations of this Agreement shall not discharge (State Agency Abbreviation) from its obligations under this Agreement.

## **24. TERMINATION FOR CAUSE**

If for any cause either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within 15

working days. If the failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.

## 25. TERMINATION FOR CONVENIENCE

Either party may terminate this Agreement upon 30 calendar days' prior written notification to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

## 26. WAIVER

A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement. Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Agreement unless stated to be such in writing and signed by personnel authorized to bind each of the parties.

## 27. ALL WRITINGS CONTAINED HEREIN

This Agreement contains all the terms and conditions agreed upon by the parties. No other understanding, 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 have executed this Agreement.

State of Washington  
University of Washington

DocuSigned by:  
Diane Wentz 12/9/2020  
(Signature) (Date)

Diane Wentz  
(Print Name)

Authorized signing official  
(Title)

State of Washington  
Seattle Colleges

DocuSigned by:  
Lisa Gacer 12/10/2020  
(Signature) (Date)

Lisa Gacer  
(Print Name)

Senior Buyer  
(Title)

