AGREEMENT
BETWEEN
WASHINGTON STATE UNIVERSITY
AND
UNIVERSITY OF NAIROBI

This Agreement (the “Agreement”) is entered into by and between Washington State University, an institution of higher education and agency of the state of Washington, by and through its Paul G. Allen School of Animal Health (hereinafter “WSU”) with principal location in Pullman, Washington, United States, and University of Nairobi, by and through its Institute of Tropical and Infectious Diseases (hereinafter “UON”), a not-for-profit institution of higher education with principal location at UNITID Complex, Kenyatta National Hospital Campus, PO Box 19676-00202, Nairobi, Kenya (hereinafter referred to individually as a “Party” or collectively as the “Parties”).

PURPOSE

The purpose of this Agreement is to memorialize the terms and conditions under which UON will provide administrative space and support for research and training collaboration (“Services”) to WSU and its non-profit subsidiary WSU Global Health-Kenya.

Now, therefore: the Parties agree as follows:

1. Statement of Work. Each Party shall do all things necessary for and incidental to the performance of the duties set forth, below. See Exhibit A: Statement of Work attached hereto for more detailed information:

   a. Duties of WSU:
      i. Provide prompt payment for services within thirty (30) days of receipt of proper invoice.
      ii. Share expertise and participate in delivery of annual training on grant and manuscript writing, statistics and other research-related topics.
      iii. Participate in collaborative WSU-UON research training and capacity building opportunities.
      iv. Advance WSU-UON joint research training grants.

   b. Duties of UON:
      i. Provide office and meeting space in support of WSU Global Health-Kenya projects.
      ii. Organize and manage annual training for UON personnel on grant and manuscript writing, statistics, and other research-related topics, with WSU support in training delivery.
      iii. Assist in recruitment and management of graduate students in Kenya (MSc and PhD) in support of collaborative WSU-UON research training and capacity building opportunities.
      iv. Work with WSU to advance joint research training grant.

2. Period of Performance. The period of performance of this Agreement shall commence upon the date of final signature (the “Effective Date”) below, and shall be in effect for one (1) year thereafter (the “Term”) unless terminated sooner as provided herein. Performance of services outside the effective period of performance shall be considered unauthorized, and shall not be reimbursed.
3. **Compensation.** Compensation for the work provided by UON in accordance with this Agreement has been established on reimbursement for the costs incurred in providing the Services to WSU and WSU Global Health-Kenya. As compensation for the Services, WSU will pay UON $49,337. Payment for satisfactory performance of the Services shall not exceed this amount unless the Parties mutually agree to a higher amount prior to the commencement of any work which will cause the maximum payment to be exceeded. Compensation for services shall be based on the rates established in the Budget, which is attached hereto as Exhibit B to this Agreement.

4. **Billing Procedures.** UON shall submit invoices to WSU on not more than a monthly basis. WSU shall pay for all approved and completed work by warrant or account transfer, within thirty (30) days of receipt of a proper invoice. Penalties for late payments (defined as those paid beyond thirty (30) days of receipt of a proper invoice) shall be assessed at one percent (1%) per month.

Invoices shall be submitted to:

Becky Manning  
Administrative Manager  
Paul G. Allen School for Global Animal Health  
Allen Center, 240 Ott Road, Pullman, WA 99164-7090  
Telephone: +1 509-335-5861  
Fax: +1 509-335-6328  
Email: manningr@wsu.edu

A proper invoice is defined as:

- Printed on UNITID letterhead
- Includes the WSU Contract Number
- Name, address, and contact information for the invoicing party
- Detailed information regarding the services accomplished during this billing period
- Date of the billing period being invoiced

5. **Records Maintenance.** The Parties to this Agreement shall each maintain books, records, documents and other evidence which sufficiently and properly reflects all direct and indirect costs expended by either party in the performance of the services described herein. These records shall be subject to inspection, review, and/or audit by personnel of the other Party, 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 shall be retained for six (6) years after expiration or termination, and the Office of the State Auditor, federal auditors, and any personnel duly authorized by the Parties shall have full access and the right to examine any of these materials during this period.

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 specified to in this Agreement, or unless otherwise mutually agreed to by the Parties. The receiving party shall not disclose or make available this material 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.
6. **Rights in Data.** Unless otherwise provided herein, any data that originates from this Agreement shall be considered “works for hire” as defined by the U.S. Copyright Act of 1976, and shall be owned by WSU. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, research, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights.

7. **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.

8. **Modification.** This Agreement may be modified or amended by mutual agreement of the Parties, reduced to writing and signed by authorized representatives of both Parties. Such amendments shall not be binding unless they are in writing and signed as mentioned.

9. **Termination.**
   
   a. **For Convenience.** Either Party may terminate this Agreement upon thirty (30) 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. Under this section or the following section, if the Parties choose to partially or completely terminate this Agreement, the Parties shall either mutually agree how any property involved shall be disposed of. If they are unable to do so, they shall submit the dispute to the Dispute Panel provided in the Disputes clause herein.

   b. **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 shall give the other Party written notice of such failure or violation. The responsible Party shall be given the opportunity to correct the violation or failure within fifteen (15) working days. If failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved Party to the other Party.

10. **Disputes.** In the event that a dispute arises under this Agreement that the Parties cannot resolve, they shall allow the dispute to be decided by a Dispute Panel in the following manner: Each Party to this Agreement shall appoint one (1) member to the Dispute Panel. The members so appointed shall jointly appoint a third member to the Dispute Panel. The Dispute Panel shall review the facts, contract terms and applicable statutes and rules, and make a determination of the dispute. The determination of the Dispute Panel shall be final and binding on the parties hereto. There shall be no charge to the Parties for the services of the Dispute Panel.

11. **Governance.** This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws. In the event of 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:

b. Statement of Work.

12. 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.

13. 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 unless stated to be such in a writing signed by an authorized representative of
the Party and attached to the original Agreement.

14. Severability. If any provision of this Agreement or any provision of any document incorporated by
reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement
which can be given effect without the invalid provision, if such remainder conforms to the
requirements of applicable law and the fundamental purpose of this Agreement, and to this end the
provisions of this Agreement are declared to be severable.

15. Liability. Each Party to this Agreement shall be responsible for claims and damages to persons or
property resulting from the negligent acts or omissions on the part of itself, its officers, employees,
or agents while acting in good faith and in the scope of their official duties pursuant to this Agreement,
and agrees to indemnify the other Party against any and all losses therefore. Neither Party shall be
considered the agent of the other, nor does either Party assume any responsibility to the other Party
for consequences of any act or omission of any person, firm, or corporation not a party to this
Agreement.

WSU and its officers, employees, and agents are covered by the Washington state self-insurance
liability program and the Tort Claims Act (RCW 4.92.060) and successful claims against covered parties
shall be paid from the tort claims liability account as provided in RCW 4.92.130.

16. Entire Agreement. This Agreement 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.

17. Contract Administration. A designated contract administrator for each of the Parties shall administer
this Agreement and shall be the contact person for all communications regarding the performance of
this Agreement.

a. WSU Representative:
   Name: Rebecca Manning
   Title: Administrative Manager
   College or Department: Allen School for Global Animal Health
   Address: PO Box 647090, Pullman, WA 99164-7090
   Telephone: 509-335-5861
   Email: manningr@wsu.edu

b. UoN Representative:
18. Notices. When required by the terms of this Agreement, the parties shall give notice by personal delivery or by Certified Mail, return receipt requested, postage prepaid, and addressed as indicated below:

a. If to WSU:

   Washington State University
   Paul G. Allen School of Animal Health
   Attn: Rebecca Manning
   Address: PO Box 647090

   With Copy To:

   Washington State University
   Office of Finance and Administration
   Attn: Contracts Manager
   P.O. Box 641045
   Pullman, WA 99164-1045

b. If to UON:

   University of Nairobi
   Office: College of Health Sciences
   Name: Prof. James Machoki
   Title: Principal
   Address: P.O. Box 19676, Code 00202, Nairobi, KENYA

   With Copy To:

   University of Nairobi
   Office: Office of the Vice Chancellor
   Name: Prof. Peter Mulwa Mbithi
   Title: Vice Chancellor
   Address: PO Box 30197, Code 00100, Nairobi, KENYA
19. **Signatures.** The Parties affirm that they have designated the personnel below to have signature authority for the Parties. By their signatures on this Agreement, the Parties agree to all of its terms and conditions.

**WASHINGTON STATE UNIVERSITY**

Recommended By: 

| Name: | ______________________________ |
| Title: | ______________________________ |
| Date: | ______________________________ |

Approved By: 

Name: Amanda N. Owen  
Title: Contracts Manager 
Date: 3/21/19

**UNIVERSITY OF NAIROBI**

Recommended By: 

| Name: | ______________________________ |
| Title: | ______________________________ |
| Date: | ______________________________ |

Approved By: 

Name: ______________________________  
Title: ______________________________  
Date: ______________________________
EXHIBIT A
STATEMENT OF WORK (DRAFT)

Project: UON collaboration with WSU Global Health-Kenya for research and research capacity building

Project Leaders: Dr. M. Kariuki Njenga, Dr. James Machoki M’imunya

Overall Project Aim:
Develop and support an effective collaboration in support of infectious disease research and research capacity building in Kenya.

Objective 1:
Establish formal collaborative relationship with detailed plan.

<table>
<thead>
<tr>
<th>Activities (outcome)</th>
<th>Progress Indicator</th>
<th>Responsible Party</th>
<th>2019 (Quarters)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>1</td>
</tr>
<tr>
<td>Fully executed agreement</td>
<td>Complete draft contract</td>
<td>WSU</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Red line contract back from Contracts Office</td>
<td>WSU</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Final contract language set</td>
<td>WSU</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Signed contract</td>
<td>WSU/UON</td>
<td></td>
</tr>
<tr>
<td>Meeting(s) to establish detailed plan for the year’s activities including timelines and list of responsibilities/duties</td>
<td>Meeting minutes Schedule of events (regular meeting dates, training event date(s), recruitment activities, etc.) including responsible individuals</td>
<td>UON</td>
<td>UON</td>
</tr>
<tr>
<td>Submit 1st invoice</td>
<td></td>
<td>UON</td>
<td></td>
</tr>
<tr>
<td>Pay 1st invoice</td>
<td></td>
<td>WSU</td>
<td></td>
</tr>
</tbody>
</table>

Objective 2:
Complete research capacity building activities and events as detailed in plan.

<table>
<thead>
<tr>
<th>Activities (outcome)</th>
<th>Progress Indicator</th>
<th>Responsible Party</th>
<th>2019 (Quarters)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>1</td>
</tr>
<tr>
<td>Deliver training on grant writing for UON personnel</td>
<td>Event date and recruitment plan established</td>
<td>WSU/UON</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Final training materials, list of trainees enrolled</td>
<td>WSU</td>
<td>UON</td>
</tr>
<tr>
<td></td>
<td>List of trainees completing</td>
<td>UON</td>
<td></td>
</tr>
<tr>
<td>Deliver training on manuscript writing to UON personnel</td>
<td>Event date and recruitment plan established</td>
<td>UON</td>
<td></td>
</tr>
</tbody>
</table>
Objective 3:
Advance a WSU-UON collaborative research or training grant proposal.

<table>
<thead>
<tr>
<th>Activities (outcome)</th>
<th>Progress Indicator</th>
<th>Responsible Party</th>
<th>2019 (Quarters)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Final training materials, list of trainees enrolled</td>
<td>WSU</td>
<td></td>
<td></td>
</tr>
<tr>
<td>List of trainees completing</td>
<td>UON</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Deliver statistics training for UON personnel</td>
<td>Event date and recruitment plan established</td>
<td>UON</td>
<td></td>
</tr>
<tr>
<td>Final training materials, list of trainees enrolled</td>
<td>WSU</td>
<td></td>
<td></td>
</tr>
<tr>
<td>List of trainees completing</td>
<td>UON</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Recruit Kenyan MSc and PhD students</td>
<td>Number of MSc/PhD students</td>
<td>UON</td>
<td></td>
</tr>
<tr>
<td>Progress report of MSc/PhD students</td>
<td></td>
<td>UON</td>
<td></td>
</tr>
<tr>
<td>Number of students graduated</td>
<td></td>
<td>UON</td>
<td></td>
</tr>
</tbody>
</table>

### UON personnel roles and responsibilities:

**Ciprine Kwamboka** – Serve as manager of the Office of Research and Grants and Administration and Support (ORGAS). Provide logistical support at UNITID including office and space management and availability. Serve as administrative assistant to Mr Francis Njiiri and Prof Machoki. Serve as liaison with the WSU-GH administration in Nairobi to manage day-to-day activities.

**Francis Njiiri** – Serve as technical lead of the ORGAS, managing the executor of the WSU scientific collaborations. Organize grant and manuscript writing workshop for the UON, in collaboration with the WSU-GH scientific lead. Serve as liaison between UON and the WSU grant office in Pullman (Ms Rebecca Manning and Ms Sara Pepper). Coordinate graduate student recruitment and supervision by UON and WSU faculty. Serve as grant manager of the D43 training grant in Kenya, coordinating with the PIs (Prof Walter Jaoko & Prof Kariuki Njenga). Coordinate joint grant writing and submission between UON and WSU.

**Prof James Machoki M’imunya** – provide administrative and technical guidance and leadership to ORGAS. Chair monthly meeting between WSU-GH and UON/CHS to ensure proper working relationship and progress. Serve as mentor for graduates students and as PI or Co-PI of joint grants between WSU and UON.

### Office and Meeting Space

Office and meeting space provided by UON in support of WSU Global Health-Kenya projects is included in this Budget at no extra cost.
# EXHIBIT B
## BUDGET

### UON Personnel (salaries and benefits)

<table>
<thead>
<tr>
<th>Name</th>
<th>% FTE</th>
<th>Annual Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ciprine Kwamboka</td>
<td>100%</td>
<td>$12,960</td>
</tr>
<tr>
<td>Francis Njiiri</td>
<td>30%</td>
<td>$18,251</td>
</tr>
<tr>
<td>Prof James Machoki M'imunya</td>
<td>10%</td>
<td>$18,126</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td></td>
<td><strong>$49,337</strong></td>
</tr>
</tbody>
</table>
