CONTRACT # \_\_\_\_\_\_\_\_\_\_\_

**CLINICAL TRAINING AFFILIATION AGREEMENT**

**(MULTI-PROGRAM)**

**THIS CLINICAL TRAINING AFFILIATION AGREEMENT** (“AGREEMENT”) is made and entered into between Washington State University (“WSU”), located at Pullman, Washington, and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, a \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“HOST AGENCY”), located at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, (hereinafter referred to sometimes as “PARTY” individually or “PARTIES” jointly).

The purpose of this AGREEMENT is to guide and direct the PARTIES respecting their affiliation, working arrangements, and agreements in furtherance thereof to provide high-quality clinicallearning experiences (“CLINICAL LEARNING EXPERIENCES”) for WSU students (“STUDENTS”) in all of the WSU programs in its Colleges of Medicine, Pharmacy and Pharmaceutical Sciences, and Nursing (“PROGRAMS”) at all sites of the HOST AGENCY, unless expressly agreed otherwise in writing. Any agreement terms specific to any PROGRAM will be added as consecutively numbered addenda at Exhibit A to this AGREEMENT (e.g., Exhibit A-1, Exhibit A-2), if needed.

Notwithstanding anything in this AGREEMENT to the contrary, the PARTIES agree and acknowledge that HOST AGENCY shall not by entering into this AGREEMENT be obligated to accept STUDENTS for CLINICAL LEARNING EXPERIENCES. It is at the sole discretion of HOST AGENCY whether HOST AGENCY will accept STUDENTS for CLINICAL LEARNING EXPERIENCES.

This AGREEMENT will replace and supersede any previously-entered affiliation agreements between WSU and HOST AGENCY for CLINICAL LEARNING EXPERIENCES for STUDENTS in the PROGRAMS.

**RECITALS**

**WHEREAS**, this AGREEMENT is intended and shall be interpreted to meet WSU’s accreditation standards for each PROGRAM related to affiliation agreements with clinical affiliates which require at a minimum:

* The HOST AGENCY will provide STUDENTS, and faculty if applicable, access to appropriate resources for STUDENT education.
* WSU is ultimately responsible for the PROGRAMS, academic affairs, and the assessment of STUDENTS.
* WSU is primarily responsible for the appointment and assignment of faculty members with responsibility for STUDENT teaching.
* Specification of the responsibility for treatment and follow-up care when a STUDENT is exposed to an infectious or environmental hazard or other occupational injury.
* The shared responsibility of WSU and HOST AGENCY for creating and maintaining an appropriate learning environment.

**WHEREAS**, neither PARTY intends for this AGREEMENT to alter in any way its respective legal rights or its legal obligations to any third party.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements contained herein, the PARTIES agree as follows:

# Operational Details

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# WSU and HOST AGENCY agree that contemporaneous with or following execution of this AGREEMENT, and within the scope of its provisions, WSU and HOST AGENCY may develop letter agreements to formalize operational details of the CLINICAL LEARNING EXPERIENCES. These details may include, but are not limited to, the following:

# Beginning dates and length of the CLINICAL LEARNING EXPERIENCE (to be mutually agreed upon by the PARTIES at least one month before the beginning of the CLINICAL LEARNING EXPERIENCE);

# Number of STUDENTS eligible to participate in the CLINICAL LEARNING EXPERIENCE;

# Specific days, hours and locations for the CLINICAL LEARNING EXPERIENCE;

# Specific learning objectives and performance expectations for STUDENTS;

# Specific allocation of responsibilities for, as applicable, the PARTIES’ respective representatives, liaisons, faculty, staff, preceptors, and other persons pertinent to the CLINICAL LEARNING EXPERIENCE; and

# Deadlines and format for STUDENT progress reports and evaluation forms.

# Any such letter agreement will be considered to be attachments to this AGREEMENT, will be binding on the PARTIES when signed by authorized representatives of each PARTY, and may be modified by subsequent written agreements signed by authorized representatives of each PARTY.

# Responsibilities of WSU

* 1. WSU will plan and determine the adequacy of the educational experience of the STUDENTS in theoretical background, basic skill, professional ethics, attitude and behavior and shall assign to the HOST AGENCY only those STUDENTS who have satisfactorily completed the prerequisite didactic portions of the applicable WSU PROGRAM curriculum.
  2. WSU will retain ultimate responsibility for the education and assessment of its STUDENTS. WSU’s representative for this AGREEMENT shall be a faculty member appointed and assigned by WSU, who will be responsible for STUDENT teaching and assessment provided pursuant to this AGREEMENT.
  3. WSU will advise all STUDENTS assigned to the HOST AGENCY facilities regarding the confidentiality of patient/client records and patient/client information imparted during the CLINICAL LEARNING EXPERIENCE. WSU will also advise all STUDENTS that the confidentiality requirements survive the termination or expiration of this AGREEMENT.
  4. WSU will recommend (but cannot require) that all participating STUDENTS maintain health insurance. WSU will inform STUDENTS if HOST AGENCY makes health insurance a condition for STUDENTS to participate in a CLINICAL LEARNING EXPERIENCE. Where health insurance is a requirement for placement, the HOST AGENCY may request the STUDENT provide proof of health insurance prior to beginning of the CLINICAL LEARNING EXPERIENCE.
  5. WSU will verify that all STUDENTS placed at HOST AGENCY have completed an appropriate criminal background check, have documented appropriate immunizations on file with WSU, and have complied with any other health or education requirements of the HOST AGENCY or any applicable governing organization. HOST AGENCY shall notify WSU of HOST AGENCY’s requirements for evidence of criminal background check, documentation of immunizations, and any other applicable health or education requirements, and WSU will inform the STUDENTS of such requirements. WSU will also inform STUDENTS that they may be required to undergo a drug test or other similar screening tests pursuant to the HOST AGENCY’s policies and practices, and that the cost of any such test will be paid by the STUDENT, if not the HOST AGENCY.
  6. WSU will advise STUDENTS that they are required to comply with HOST AGENCY rules, regulations, and procedures**.**
  7. If requested by the HOST AGENCY, WSU will provide instruction to the HOST AGENCY’s staff with respect to WSU’s expectations regarding assessment of WSU’s STUDENTS at the HOST AGENCY.
  8. WSU warrants and represents that it will place at HOST AGENCY only those STUDENTS who WSU has verified are insured for professional liability for actions or inactions occurring in the clinical setting. WSU provides professional liability insurance or self-insurance for purchase by its STUDENTS with minimum limits of at least $1,000,000 per occurrence and $3,000,000 annual aggregate. If requested by the HOST AGENCY in writing, WSU shall provide a certificate of insurance evidencing professional liability coverage for STUDENTS engaging in a CLINICAL LEARNING EXPERIENCE at the HOST AGENCY. Should proof of insurance not meet with HOST AGENCY’s approval and satisfaction, HOST AGENCY may decline any STUDENT for placement.
  9. If the PARTIES anticipate that WSU’s faculty may perform official duties in furtherance of the Agreement while present at HOST AGENCY’s facilities, HOST AGENCY may, in accordance with its official policies and procedures, request WSU to provide information and records regarding the on-site faculty’s: tuberculous status, immunization status, communicable disease testing results, insurance status, professional licensing status, CPR training status, criminal background check results, drug screening results, and other such information which HOST AGENCY may reasonably require to permit faculty access to its facilities. Upon receiving faculty written consent, WSU will release such information/records to HOST AGENCY.
  10. WSU and its officers, employees, and agents, while acting in good faith within the scope of their official WSU duties, are covered by the State of Washington Self-Insurance Liability Program (RCW 4.92.130) and the Tort Claims Act (RCW 4.92.060 et seq.), and successful claims against WSU and its employees, officers, and agents in the performance of their official WSU duties in good faith under this AGREEMENT will be paid from the tort claims liability account as provided in RCW 4.92.130.

# Responsibilities of the HOST AGENCY

* 1. The HOST AGENCY has a responsibility to maintain a positive, respectful, and adequately resourced learning environment so that sound educational experiences can occur. Therefore, the HOST AGENCY will provide STUDENTS and faculty with access to appropriate resources for STUDENT education including, as applicable and appropriate to the PROGRAM and the HOST AGENCY: a) access to patients at HOST AGENCY facilities in an appropriately supervised environment, in which the STUDENTS can complete WSU’s curriculum; b) STUDENT security badges or other means of secure access to patient care areas and identify their trainee status; c) personal protective equipment (PPE) that complies with the standards set by the applicable governmental body or agency; d) access and required training for STUDENTS in the proper use of electronic medical records or paper charts; e) computer access; f) secure storage space for STUDENTS’ personal items when at the HOST AGENCY; and g) access to call rooms, if necessary.
  2. The HOST AGENCY will retain full authority and responsibility for patient care and quality standards, and will maintain a level of care that meets generally accepted standards conducive to satisfactory instruction and learning. While in HOST AGENCY’s facilities, STUDENTS will have the status of trainees; are not to replace HOST AGENCY staff; and, are not to render unsupervised patient care and/or services. All services rendered by STUDENTS must have educational value and meet the goals of the CLINICAL LEARNING EXPERIENCE. HOST AGENCY and its staff will provide such supervision of the educational and clinical activities as is reasonable and appropriate to the circumstances and to the STUDENT’s level of training.
  3. The HOST AGENCY staff will, upon request, assist WSU in the assessment of the learning and performance of participating STUDENTS by completing assessment forms provided by WSU and will return completed forms to WSU in a timely fashion.
  4. The HOST AGENCY will provide for the orientation of WSU’s participating STUDENTS as to the HOST AGENCY’s rules, regulations, policies, and procedures.

5. The HOST AGENCY agrees to comply with applicable state and federal workplace safety laws and regulations. In the event a STUDENT is exposed to an infectious or environmental hazard or other occupational injury (i.e., needle stick) while at the HOST AGENCY, the HOST AGENCY, upon notice of such incident from the STUDENT, will provide such emergency care as is provided its employees, including, where applicable: examination and evaluation by HOST AGENCY’s emergency department or other appropriate facility as soon as possible after the injury; emergency medical care immediately following the injury as necessary; initiation of the HBV, Hepatitis C (HCV), and/or HIV protocol as necessary; and HIV counseling and appropriate testing as necessary. In the event that HOST AGENCY does not have the resources to provide such emergency care, HOST AGENCY will refer such STUDENT to the nearest emergency department or appropriate provider to render any necessary care and treatment. WSU will define, for its STUDENTS, who bears financial responsibility for any charges generated. To the extent possible HOST AGENCY will determine, in the usual manner, the source patient’s Hepatitis B, Hepatitis C, and HIV status, according to applicable laws and regulations. HOST AGENCY will not be financially responsible for the provision of the care described in this Section.

6. To the extent the HOST AGENCY generates or maintains educational records related to the participating STUDENT, the HOST AGENCY agrees to comply with the Family Educational Rights and Privacy Act (FERPA), to the same extent as such laws and regulations apply to WSU and shall limit access to only those employees or agents with a need to know. For the purposes of this AGREEMENT, pursuant to FERPA, WSU hereby designates HOST AGENCY as a school official with a legitimate educational interest in the educational records of the participating STUDENT(s) to the extent that access to WSU’s records is required by HOST AGENCY to carry out the program.

7. HOST AGENCY will maintain professional and commercial general liability insurance policies in an amount that is commercially reasonable for the size of the HOST AGENCY organization and risks based on HOST AGENCY business operations and patient care services. Professional and commercial general liability insurance will provide covering in the amount of no less than $1,000,000 per occurrence and $3,000,000 annual aggregate. HOST AGENCY will provide proof of insurance upon request.

8. The HOST AGENCY will provide written notification to WSU promptly if a claim arises involving a STUDENT. The HOST AGENCY and WSU agree to share such information in a manner that protects such disclosures from discovery to the extent possible under applicable federal and state laws including peer review and joint defense laws.

9. The HOST AGENCY will resolve any situation in favor of its patients’ welfare and restrict a STUDENT to the role of observer when a problem may exist until the incident can be resolved by the staff in charge of the STUDENT or the STUDENT is removed. The HOST AGENCY will notify WSU representative if such an action is required.

10. The HOST AGENCY shall identify a representative from among its staff who will communicate and cooperate with WSU’s representative to ensure faculty and STUDENT access to appropriate resources for the CLINICAL LEARNING EXPERIENCE.

# Mutual Responsibilities

# Representatives for each PARTY will be established on or before the execution of this AGREEMENT.

* 1. The PARTIES will work together to maintain an environment that promotes high quality, evidence based, and safe patient care. At the request of either PARTY, a meeting or conference will promptly be held between WSU and HOST AGENCY representatives to resolve any problems or develop any improvements in the operation of the CLINICAL LEARNING EXPERIENCE.
  2. WSU will provide qualified and competent individuals in adequate number for the instruction, assessment, and supervision of STUDENTS while at WSU. The HOST AGENCY will provide qualified and competent staff members in adequate number for the instruction and supervision of STUDENTS using the HOST AGENCY facilities.
  3. The PARTIES agree there will be no discrimination in the performance of this AGREEMENT on the basis of race, religion, creed, color, national origin, families with children, sex, marital status, sexual orientation (including gender identity), age, genetic history, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability, or the use of a trained dog guide or service animal by a person with a disability, in compliance with (a) Presidential Executive Order 11246, as amended, including the Equal Opportunity Clause contained therein; (b) Section 503 of the Rehabilitation Act of 1973, as amended, and the Vietnam Era Veterans Readjustment Act of 1974, as amended, and the Affirmative Action Clauses contained therein; (c) the Americans with Disabilities Act of 1990, as amended; (d) Section 1557 of the Patient Protection and Affordable Care Act and implementing regulations; (e) and applicable non-discrimination laws of the state of Washington (i.e., Washington Law Against Discrimination). The PARTIES further agree they will not maintain facilities which are segregated on the basis of race, color, religion, or national origin in compliance with Presidential Executive Order 11246, as amended, and will comply with the Americans with Disabilities Act of 1990, as amended, regarding programs, services, activities, and employment practices. The PARTIES will cooperatively work together to accommodate a STUDENT with a documented disability, where required by law.
  4. WSU, including its faculty, staff, STUDENTS, and residents, and HOST AGENCY share responsibility for creating an appropriate learning environment that includes both formal learning activities and the attitudes, values, and informal “lessons” conveyed by individuals who interact with the STUDENT. The PARTIES will cooperate to evaluate the learning environment (which may include on-site visits) to identify positive and negative influences on the maintenance of professional standards, and to conduct and develop appropriate strategies to enhance the positive and mitigate the negative influences. HOST AGENCY shall require its faculty and staff who interact with STUDENTS to adhere to the expectations set forth in Section E of this AGREEMENT, and communicate STUDENT violations to WSU. WSU agrees to inform its STUDENTS that they are required to adhere to the expectations set forth in Section E of this AGREEMENT.
  5. Each Party to this agreement will be responsible for the negligent acts or omissions of its own employees, officers, or agents in the performance of this Agreement. Neither Party will be considered the agent of the other and neither Party assumes any responsibility to the other Party for the consequences of any act or omission of any person, firm, or corporation not a party to this Agreement.
  6. HOST AGENCY may immediately remove from the premises and retains the right to suspend or terminate any STUDENT’s participation at the HOST AGENCY. The HOST AGENCY will immediately notify the WSU representative if such an action is required and the reasons for such action. WSU may terminate a STUDENT’s participation when, in its sole discretion, it determines that further participation by the STUDENT would no longer be appropriate. WSU will notify the HOST AGENCY if such action is required.

# TEACHER -LEARNER EXPECTATIONS

# WSU holds in high regard professional behaviors and attitudes, including altruism, integrity, respect for others and a commitment to excellence. Effective learning is best fostered in an environment of mutual respect between teachers and learners. In the context of professional education the term “teacher” is used broadly to include peers, residents, full-time and volunteer faculty members, clinical preceptors, licensed health care providers, and ancillary support staff, as well as others from whom STUDENTS learn. The following sets forth the expectations that WSU has for the HOST AGENCY and the expectations WSU will communicate to the STUDENTS.

# Guiding Principles:

# Duty: Educators have a duty to convey the knowledge and skills required for delivering the profession’s standard of care and also to instill the values and attitudes required for preserving the profession’s social contract with its patients.

# Integrity: Learning environments that are conducive to conveying professional values must be based on integrity. STUDENTS learn professionalism by observing and emulating role models who epitomize authentic professional values and attitudes.

# Respect: Respect for every individual is fundamental to the ethic of health care. Mutual respect is essential for nurturing that ethic. Teachers have a special obligation to ensure that STUDENTS are always treated respectfully.

# Responsibilities of Teachers and Learners

# Teachers should:

# Treat STUDENTS fairly and respectfully

# Maintain high professional standards in all interactions

# Be prepared and on time

# Provide relevant and timely information

# Provide explicit learning and behavioral expectations early in a course or CLINICAL LEARNING EXPERIENCE

# Provide timely, focused, accurate and constructive feedback on a regular basis and thoughtful and timely evaluations at the end of a course or CLINICAL LEARNING EXPERIENCE

# Display honesty, integrity and compassion

# Practice insightful (Socratic) questioning, as applicable, which stimulates learning and self-discovery, and avoid overly aggressive questioning which may be perceived as hurtful, humiliating, degrading or punitive

# Solicit feedback from STUDENTS regarding their perception of their educational experience

# Encourage STUDENTS who experience mistreatment or who witness unprofessional behavior to report the facts immediately

# STUDENTS should:

# Be courteous of teachers and fellow STUDENTS

# Be prepared and on time

# Be active, enthusiastic, curious learners

# Demonstrate professional behavior in all settings

# Recognize that not all learning stems from formal and structured activities

# Recognize their responsibility to establish learning objectives and to participate as an active learner

# Demonstrate a commitment to life-long learning, a practice that is essential to the profession of medicine

# Recognize personal limitations and seek help as needed

# Display honesty, integrity and compassion

# Recognize the privileges and responsibilities coming from the opportunity to work with patients in clinical settings

# Recognize the duty to place patient welfare above their own

# Recognize and respect patients’ rights to privacy

# Solicit feedback on their performance and recognize that criticism is not synonymous with “abuse”

# Relationships between Teachers and STUDENTS

# STUDENTS and teachers should recognize the special nature of the teacher-learner relationship which is in part defined by professional role modeling, mentorship, and supervision.

# Because of the special nature of this relationship, STUDENTS and teachers should strive to develop their relationship to one characterized by mutual trust, acceptance and confidence. They should both recognize the potential for conflict of interest and respect appropriate boundaries.

# Term and Termination

This AGREEMENT is effective upon execution by both PARTIES and will continue for five (5) years or until terminated as provided herein. This AGREEMENT may be terminated at any time and for any reason by either PARTY upon not less than ninety (90) days prior written notice to the other PARTY. Should notice of termination be given under this Section, STUDENTS already scheduled to train at HOST AGENCY will be permitted to complete any previously scheduled CLINICAL LEARNING EXPERIENCE at HOST AGENCY.

# Employment Disclaimer

The STUDENTS participating in the program will not be considered employees or agents of the HOST AGENCY or WSU for any purpose. STUDENTS will not be entitled to receive any compensation from HOST AGENCY or WSU or any benefits of employment from HOST AGENCY or WSU, including but not limited to, health care or workers’ compensation benefits, vacation, sick time, or any other benefit of employment, direct or indirect. HOST AGENCY will not be required to purchase any form of insurance for the benefit or protection of any STUDENT of WSU.

1. **School Information and Data Security**

# HOST AGENCY warrants and represents that it will implement the necessary industry-standard physical, technical, and administrative safeguards to ensure the confidentiality, integrity, and availability of information concerning the School’s students, faculty, or employees, or information provided by the student or School to the HOST AGENCY (the “School Information”), including but not limited to, the environment in which the School Information is stored, processed, and transmitted. HOST AGENCY further warrants and represents that such safeguards will in no event be less than the level of security HOST AGENCY uses to protect its own confidential information. HOST AGENCY shall require its contractors and subcontractors authorized to access the School Information pursuant to this Agreement to take similar industry-standard precautions in safeguarding the information.

# HOST AGENCY agrees to comply with all applicable state and federal statutes and regulations governing unauthorized access and disclosure of the School Information including, but not limited to: (1) personally identifiable information from education records as defined in The Family Educational Rights and Privacy Act, “FERPA”, (12 U.S.C. 1232g and implementing regulations), and the Washington State Office of the Chief Information Officer (OCIO) Standard No. 141.10 “Securing Information Technology Assets” which are available at: <http://ofm.wa.gov/ocio/policies/documents/141.10.pdf>.

# The School Information is subject to the provisions of RCW 19.255.010 and RCW 42.56.590. In the event of a breach of security resulting in the unauthorized disclosure of the School Information, HOST AGENCY agrees to comply with these provisions as applicable. If a data compromise occurs and is found to be the result of HOST AGENCY’s non-compliance with obligations imposed by this Agreement or by law, HOST AGENCY shall be responsible for notification of affected persons, and shall reimburse WSU for all associated costs incurred by WSU in responding to or recovering from said breach.

# The obligation to maintain the confidentiality of the School Information will survive termination or expiration of this Agreement. Immediately upon expiration or termination of this Agreement, HOST AGENCY shall, unless prohibited by law, certify to WSU that HOST AGENCY has destroyed all Personal Information in its possession.

# Health Insurance Portability and Accountability Act.

STUDENTS participating in a CLINICAL LEARNING EXPERIENCE pursuant to this AGREEMENT are members of the HOST AGENCY’s workforce for purposes of the Health Insurance Portability and Accountability Act of 1996(HIPAA) within the definition of “health care operations” and therefore may have access to patient medical information as provided for in the HIPAA Privacy Rule. Therefore, additional agreements are not necessary for HIPAA compliance purposes. This paragraph applies solely to HIPAA privacy and security regulations applicable to the HOST AGENCY and, as stated in paragraph G, above, does not establish an employment relationship.

# No Agency Relationship Between the Parties.

Nothing in this AGREEMENT is intended to or shall be construed to constitute or establish an agency, employer/employee, partnership, franchise, or fiduciary relationship between the PARTIES; and neither PARTY shall have the right or authority or shall hold itself out to have the right or authority to bind the other PARTY, nor shall either PARTY be responsible for the acts or omissions of the other except as provided specifically to the contrary herein.

# Assignment

This AGREEMENT will not be assigned by either PARTY without the prior written consent of the other.

# No Special Damages

In no event shall either PARTY be liable hereunder (whether in an action in negligence, contract or tort or based on a warranty or otherwise) for any indirect, incidental, special or consequential damages incurred by the other PARTY or any third party, even if the PARTY has been advised of the possibility of such damages.

# Notices

All notices provided by either PARTY to the other will be in writing and shall be signed by a person duly authorized to provide such notice. Notices permitted or required to be given hereunder shall be deemed sufficient if given (a) in person, (b) by registered or certified mail, postage prepaid, return receipt requested, (c) by private courier service, or (d) by electronic mail, addressed to the respective addresses of the PARTIES as set forth below or at such other addresses as the respective PARTIES may designate by like notice from time to time.

To HOST AGENCY:

To WSU:

WSU Health Sciences Spokane

412 E. Spokane Falls Blvd.

Spokane, WA 99202

Attn: Vice Chancellor for Academic Affairs

[gwen.halaas@wsu.edu](mailto:gwen.halaas@wsu.edu)

With a Copy To:

Washington State University

Real Estate and Business Operations - REBO

PO Box 641045

Pullman WA 99164-1045

Attn: Contract Manager

rebo.intake@wsu.edu

Each PARTY may designate a change of address by notice in writing. All notices shall be deemed to have been duly given (a) when delivered in person, (b) upon receipt after dispatch by registered or certified mail, postage prepaid, (c) on the next business day if transmitted by private courier (with confirmation of delivery), or (d) if delivered by electronic mail, when the recipient, by an email sent to the email address for the sender stated in this Section or by a notice delivered by another method in accordance with this Section, acknowledges having received that email, with an automatic “read receipt” not constituting acknowledgment of an email for purposes of this Section.

1. **Governanc**e

This contract is entered into pursuant to and under the authority granted by the laws of the state of Washington. The Parties’ rights or obligations under this Agreement shall be construed in accordance with those laws. The provisions of this agreement shall be construed to conform to those laws.

# Compliance with the Law & Accreditation Standards

# At all times during the terms of this AGREEMENT, each of the PARTIES agrees to comply with all applicable local, state and federal statutes and regulations, including but not limited to state licensing requirements and accreditation standards.

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# Severability

The invalidity of any provision of this AGREEMENT will not affect the validity of any other provisions.

# Headlines

Headlines in this AGREEMENT are for convenience only**.**

# Entire Agreement; Amendment

This AGREEMENT contains the entire AGREEMENT of the PARTIES as it relates to this subject matter and may be modified only by additional written provisions contained in a properly executed amendment.

1. **Signatures; Counterparts**

The PARTIES affirm the individuals signing this AGREEMENT have been granted the authority to do so. This AGREEMENT may be executed in multiple counterparts, each of which shall be deemed an original and each of which shall constitute one and the same agreement. The counterparts of this AGREEMENT may be executed and delivered by electronic signature (including portable document format) by either of the PARTIES and the receiving PARTY may rely on the receipt of such document so executed and delivered electronically as if the original had been received.

FOR WSU: FOR HOST AGENCY:

Approved by: Approved by:

Name: Name:

Title: Real Estate and Business Operations Title:

Date: Date: