

**CENTRAL WASHINGTON UNIVERSITY
STANDARD AGREEMENT
NESSP Artemis ROADS III National Student Challenge**

This **CENTRAL WASHINGTON UNIVERSITY STANDARD AGREEMENT** (“Agreement”) is entered into by and between Central Washington University, 400 East University Way, Ellensburg, WA 98926 (“CWU”), and <<Name of Entity, complete mailing address>>, (“Organization”). The parties and purpose of this Agreement are further described in the recitals hereof.

I. RECITALS

1.1 CWU. CWU is a public institution of higher education established by the State of Washington with its principal place of business located in Ellensburg, Washington. CWU desires to acquire the goods and/or services herein described for the purposes stated in Paragraph 1.3 hereof.

1.2 Organization. Organization is a <<public school/public school district/private organization/community organization/individual/non-profit 501(c)(3) youth organization/ etc.>>, whose principal place of business is located in <<City, State>>.

1.3 Background. The Northwest Earth and Space Sciences Pathways (NESSP) brings National Aeronautics and Space Administration (NASA) science to K-12 students throughout the northwest. Funded through NASA’s Science Mission Directorate, NESSP is headquartered at Central Washington University in Ellensburg, Washington. NESSP’s goals are to strengthen science, technology, engineering, and math (STEM) education region-wide and to serve as a bridge into other NASA experiences for educators and students. NESSP’s programming is available to communities across the northwest region, targeting educators from underserved and underrepresented communities to co-create STEM exploration opportunities.

NESSP’s ROADS program (Rover Observation And Discoveries in Space) offers programming to students and educators across the United States and is a framework that allows students to explore STEM concepts through hands-on activities. ROADS takes inspiration from real NASA projects and guides students on space-related missions. Eight Mission Objectives inspired by the NASA Artemis program were developed to become the 2024–2025 Artemis ROADS III National Student Challenge. Challenge teams may have the opportunity to attend in-person hub events, and a small number of teams that complete all mission objectives may have the opportunity to visit a NASA Center.

A National Student Challenge team is a small group of 3 – 6 youths in grades 3 – 12 (ages 9 – 18) led by an adult, “Mission Advisor.” Teams are not limited to formal educational settings. STEM clubs, afterschool activities, community organizations, cultural/social gatherings, church organizations, youth groups, or any informal parent/adult led group are encouraged and actively recruited for participation. A Mission Advisor can be any adult who wishes to volunteer their time to be a Mission Advisor. The Mission Advisor is responsible for guiding the Challenge Team, and for managing all communications between NESSP and the team, including team registration and submission of results.

1.4 Purpose. Organization agrees to support its educators registered as NESSP Mission Advisors and provide a location and supplies in order for its students to participate in CWU’s NESSP Artemis Rover Observation and Discoveries in Space (ROADS) II National Student Challenge (“Challenge”).

For and in consideration of the foregoing recitals and in consideration of other covenants and mutual agreements herein provided, the parties hereby agree as follows.

II. OBLIGATIONS OF THE PARTIES

2.1 Organization’s Obligations. Organization agrees to support its educators and students participation in CWU’s NESSP Artemis Rover Observation and Discoveries in Space (ROADS) II National Student Challenge (“Challenge”). Organization shall furnish any necessary personnel, equipment, location, material and/or service(s) and otherwise do all things necessary for or incidental, and in coordination with the Mission Advisors, to permit students to take part in the Challenge as described in the Statement of Work, Exhibit “A” attached hereto.

Organization certifies that its educators, staff, and/or volunteers serving as Mission Advisors or assisting Mission Advisors have a clear criminal history background check pursuant to the Child/Adult Abuse Information Act, Revised Code of Washington (RCW) 43.43.830 through 43.43.845, on file with Organization, or are fully in compliance with the Organization's and/or Organization's state requirements for engaging with youth as required by laws applicable to Organization.

If Organization is an individual and not an employee of a school district or similar organization, prior to engaging in any activities with students as described in the Statement of Work, Exhibit A attached hereto, Organization is required to have a clear background check conducted by CWU's Human Resources Department. If the results from the background check do not result in a clear background check meeting the Child/Adult Abuse Information Act, Revised Code of Washington (RCW) 43.43.830 through 43.43.845 requirements, the Organization may not participate in any NESSP program.

2.2 CWU's Obligations. CWU agrees to perform its obligations described in the Statement of Work, Exhibit "A" attached hereto.

III. CONTRACT TERM, TERMINATION, DISPUTES

3.1 Term. This Agreement shall become effective on **October 1, 2024** and shall terminate **September 30, 2025** unless extended by mutual written agreement.

3.2 Termination.

(a) This Agreement may be terminated at any time for any reason by mutual written agreement of the parties.

(b) Termination of this Agreement by any means provided herein shall not excuse any party's performance of its obligations hereunder through the effective date of termination.

IV. GENERAL TERMS AND CONDITIONS

4.1 Assignment. This Agreement may not be assigned or subcontracted without the other party's express written consent.

4.2 Independent Capacity. This Agreement is intended to create an independent contractor relationship. Each party to the Agreement shall act in an independent capacity and not as an agent, employee, volunteer, or representative of the other party. The agents, employees, volunteers, representatives of each party who are engaged in the performance of this Agreement shall continue to be the agents, employees, volunteers, representatives of that party and shall not be considered for any purpose to be the agents, employees, volunteers, representatives of the other party.

4.3 Indemnification. CWU shall be responsible for its own acts or omissions and for those of its directors or trustees, officers, employees, agents, and volunteers. Organization agree to indemnify and hold harmless CWU, its employees, agents and volunteers from and against any and all claims, demands, causes of action, suits or judgments for deaths or injuries to persons or for loss or damage to or destruction of property arising out of or in connection with the acts or omissions of the Organization, its employees, officers, agents, volunteers and invitees.

4.4 Insurance.

- (a) Organization is required, prior to the commencement of services, to provide CWU with proof of insurance demonstrating the minimum amount of coverage as follows:
- (i) \$1,000,000 per occurrence commercial general liability coverage for claims arising out of personal injuries (including death) and property damage.
 - (ii) \$1,000,000 per occurrence commercial auto liability for all owned, hired and non-owned automobiles.
 - (iii) Workers' Compensation will be with Statutory Limits and Employer's Liability Insurance with limits of no less than \$1,000,000 per accident for bodily injury or disease.

- (b) If Organization is an individual and not an employee of a school district or similar organization, Organization is required, prior to the commencement of services, to provide CWU with proof of insurance demonstrating coverage as follows:
 - (i) \$1,000,000 per occurrence general liability coverage for claims arising out of personal injuries (including death) and property damage.
 - (ii) \$1,000,000 per occurrence commercial auto liability for all owned, hired and non-owned automobiles.

Organization's Certificate of Insurance shall name CWU as additional insured. Such proof of insurance shall be attached to and made part of this Agreement, and Organization warrants that such insurance shall remain in effect during the term of this Agreement.

4.5 Non-Discrimination. The parties to this Agreement each agree to comply with applicable federal and state laws prohibiting discrimination in education, employment, or public accommodations based on age, sex, marital status, sexual orientation, race, creed, color, national origin, genetic information, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability or the use of a trained dog or service animal by a person with a disability.

4.6 Records and Audits. The parties recognize that business records created, maintained, or used in the performance of this Agreement may constitute public records subject to the public disclosure and retention requirements under applicable state law. Each party will retain its business records relating to this Agreement for the applicable retention period(s) and will make such records available upon request for inspection and audit by the other party or by authorized representatives of the Washington State Auditor.

4.7 Complete Agreement; Modification. This Agreement constitutes the entire agreement between the parties and supersedes any and all other agreements, understandings, negotiations and discussions, oral or written, express or implied. The parties agree that no other representations, inducements, promises, agreements, or warranties relating to this Agreement, oral or otherwise, have been made to or by them. No modification or waiver of this Agreement shall be valid or binding unless in writing and signed by the parties.

4.8 Governing Law; Venue; Severability. This Agreement shall be governed by the laws of the State of Washington. Venue for any dispute under this Agreement shall be in Kittitas County, Washington. If any provision of this Agreement shall be held invalid, such invalidity shall not affect the other provisions of this Agreement that can be given effect without the invalid provision, if such remainder is consistent with applicable law and with the fundamental purpose of this Agreement, and to this end the provisions of this Agreement are declared to be severable.

4.9 Waiver. The waiver by a party of any default or breach of this Agreement, or the failure of a party to enforce any provision hereof or to exercise any right or privilege hereunder, shall not be deemed to waive any prior or subsequent breach or default, the enforcement of any provision hereof, or the exercise of any right or privilege hereunder, unless otherwise stated in a writing signed by an authorized representative of the party and attached to the original Agreement.

4.10 Notices. Written notices required or permitted to be provided by a party to the other party under this Agreement may be provided by personal delivery, legal courier service, or certified mail, postage prepaid and return receipt requested. Notice may be provided by regular first class mail if simultaneous notice is provided by electronic mail. Notices will be sent to the parties at the following mailing addresses:

Central Washington University
 400 East University Way
 Ellensburg, WA 98926-7480

Name of Entity
Street Address
City, State, Zip Code

The address of a party for the receipt of notice may be changed at any time by written notice provided in accordance herewith.

4.11 Contract Administration. The contract administrator and principal point of contact for each party to this Agreement shall be as follows, subject to change by written notice.

(a) The Contract Administrator for CWU will be Dr. Darci Snowden, Associate Professor, 509-963-2914, Darci.Snowden@cwu.edu.

(b) The Contract Administrator for Organization will be <<Name of Entity's Authorized Signer, Title, Phone number, Email Address>>.

(c) The Mission Advisor for Organization will be <<Name of Mission Advisor(s), Email Address>>.

IN WITNESS WHEREOF, this Agreement has been executed by and on behalf of the parties through their authorized representatives.

CENTRAL WASHINGTON UNIVERSITY

ORGANIZATION

Signature Date

Signature Date

Name

Name

Title

Title