

## AGREEMENT WITH PARTNER ORGANIZATION

This agreement #21767-\_\_\_\_ (“Agreement”) is made on April 26, 2023, by and between **Twin Cities Public Television, Inc.**, a Minnesota non-profit corporation located at 172 East 4th Street, St. Paul, MN 55101 (“TPT”), and the **City of Duluth**, located at 411 West First Street, Suite 120, Duluth, MN 55802 (“Organization”).

Introduction: **The NASA Inspires Futures for Tomorrow’s Youth (NIFTY)** one-year project funded by NASA (Cooperative Agreement #80NSSC22M0123) will prepare 50+ NASA STEM professionals in best practices for role models (with a focus on those who identify as women and people of color) and connect them to 50 STEM outreach programs for middle school youth and families in 2023. Dr. Hilarie Davis will evaluate the effectiveness of professional development (PD) activities and STEM programs with role models. Organizations will provide opportunities for youth to learn about NASA missions and careers.

Organization provides community education to the public. TPT desires to engage Organization to provide the outreach services (“Program”) set forth and as further described below.

TPT and Organization agree as follows:

1. Services and Materials. Organization will provide outreach services as described in the Scope of Work attached and incorporated herein as Exhibit A, (collectively “Services and Materials”). TPT will have final editorial control over all Project outputs. TPT is the primary and managing contact with NASA.
2. Term. The term of this Agreement is March 20, 2023 to December 31, 2023 (the “Term”). The terms and conditions of this Agreement regarding indemnification, insurance, and any other provision allocating responsibility or liability between the parties hereto, shall survive the completion of the services under this Agreement and the termination of this Agreement for any cause.
3. Payment.
  - A. For all rights granted and Services and Materials provided under this Agreement, TPT will pay Organization up to a total fee of **\$2,500** (the “Fee”) based on the payment schedule outlined in Exhibit B, “Payment Schedule.” Organization shall be responsible for invoicing TPT for each payment. TPT will issue a payment within thirty (30) days of receipt and approval of each invoice
  - B. For travel deemed appropriate by TPT’s Project leadership, airfare, hotel, and any conference fees will be arranged and paid for directly by TPT. Meals (other than those provided by TPT during such travel), ground transportation, and incidentals will be reimbursed in compliance with TPT’s Travel Policy, attached hereto as Exhibit C and incorporated herein by reference, and upon submission of expense receipts to TPT within no more than thirty (30) days after the occurrence of the expense.
4. Each Party’s Liaison. For TPT: Julie Noyes, STEM Project Coordinator, [jnoyes@tpt.org](mailto:jnoyes@tpt.org); for Organization:  
\_\_\_\_\_.
5. Compliance. In accordance with the requirements of the National Aeronautics and Space Administration (“NASA”), which provided funding for the Project, Organization agrees to perform its work in accordance with the applicable terms from the Appendix II to Part 200, Code of Federal Regulations (attached and incorporated as part of this Agreement as “Exhibit D”). Any breach of the provisions of Exhibit D is a material breach of this Agreement. If the terms of this Agreement conflict with any of the terms contained in Exhibit D, the terms of Exhibit D govern. At TPT’s request, Organization agrees to provide documentation or other

certifications that may be required by NASA. Organization agrees to review and sign Exhibit D Certification Regarding Use of Federal Funds, attached hereto and incorporated herein.

6. Intellectual Property Rights.

- A. TPT owns all right, title and interest in the Project, Services and Materials and any original, supplemental, or supporting materials Organization may create under this Agreement. Such materials belong solely and exclusively to TPT for any use or in any manner, format, form, or media, either now known or developed in the future, throughout the world in perpetuity. All materials prepared under this Agreement constitute a work specially ordered or commissioned by TPT and, accordingly, both parties agree that such material is a “work made for hire” under the applicable sections of the U.S. Copyright Act. In the event such materials are not considered a "work made for hire" under the U.S. Copyright Act, the parties agree that all such work, services, and materials are exclusively and solely assigned, without necessity of further documentation, to TPT.
- B. TPT grants Organization a non-exclusive, limited, revocable license to use the Materials or excerpts which were derived specifically from the Services and Materials and other educator guides previously created by TPT solely for the purpose of carrying out Organization’s duties under this Agreement. TPT grants Organization the limited right to use the service marks and trademarks of TPT and TPT Materials solely for the performance of its duties under this Agreement.
- C. Except as expressly provided herein, Organization reserves all rights to its copyrights, trademarks, trade secrets and other intellectual property rights. No title to or ownership of any such intellectual property rights is transferred to TPT pursuant to this Agreement or any services performed pursuant to this Agreement. TPT will not infringe, violate or challenge, and will use its best efforts to preserve and protect, all such rights.

7. Vesting of Rights. All rights Organization grants or agrees to grant to TPT under this Agreement are irrevocable and shall vest in TPT immediately and shall remain vested in TPT whether this Agreement expires in normal course or is terminated.

8. Contingency. This Agreement is contingent upon the Project being fully funded. If the Project is not fully funded at any time, TPT may immediately terminate this Agreement in accordance with its terms.

9. Representations and Warranties.

- A. Each Party represents and warrants that it is fully ready, willing, and able to perform services and has the authority to enter into this Agreement without the consent of a third party.
- B. Organization represents and warrants that all Services and Materials Organization creates or provides to TPT will be either wholly original with Organization, in the public domain throughout the world, or if the Services and Materials contain the work of others, fully cleared and licensed at Organization's sole expense and credited to the content owner so that TPT may use and distribute the Services and Materials as part of the Series in all forms, formats, manner and media, now known or hereafter developed, worldwide in perpetuity. Organization represents and warrants that all such Services and Materials do not infringe upon the rights of any other person or entity, are not and will not become subject to any liens, claims or encumbrances, and do not contain libelous, slanderous, obscene, or defamatory material.

10. TPT Content. TPT is responsible for providing Organization with TPT content, including TPT-owned intellectual property, as may be needed to execute the Services and Materials (“TPT Content”). TPT is responsible for clearing any rights necessary to allow Organization to incorporate TPT Content into the

Services and Materials and grants Organization a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to utilize the TPT Content and Project materials to the extent necessary to support the Services and Materials hereunder. Further, TPT will work with Organization to facilitate the decisions, meetings, and arrangements as may be necessary to complete the Services and Materials. All TPT Content shall be returned to TPT upon the earlier of TPT's request, Organization's completion of the Services and Materials, or the termination or expiration of this Agreement.

11. CERTIFICATION - U.S. FOREIGN CORRUPT PRACTICES ACT ("FCPA"); SANCTIONS. Organization shall provide a certification from a senior finance executive that in connection with the Project certifying that no funds were spent in (i) violation of the FCPA; (ii) a manner that would violate any laws, regulations or presidential orders that (a) restrict or prohibit U.S. persons or their foreign subsidiaries from engaging in transactions with, and exporting goods, services, technology and software to, the governments of, and certain parties in, embargoed countries (b) prohibit any transaction with persons listed on the Specially Designated Nationals List maintained by the U.S. Department of Treasury's Office of Foreign Asset Controls and (c) prohibit exports of goods, technology or services to persons on the Denied Persons List maintained by the U.S. Department of Commerce's Bureau of Industry and Security; and (iii) support of any individual or entity that commits, attempts to commit, facilitates, advocates or participates in terrorist acts or has committed, attempted to commit, facilitated, advocated or participated in terrorist acts. Such certification shall be provided by Producer completing Exhibit E, FCPA Certification, attached hereto and incorporated herein by reference.
12. Publicity and Promotion. TPT has the right to issue and authorize publicity concerning Organization and to use its name and the name of its principals as well as their likeness and biographical information in connection with TPT's institutional promotion, broadcast, distribution, advertising and exploitation of all Services and Materials.
13. Indemnification. Each party will indemnify, defend and hold the other Party and its affiliates, directors, officers, trustees, agents, and employees harmless from and against any claims, actions, demands, or liabilities, including all costs, fees, and expenses, including, costs of litigation and reasonable attorney's fees (collectively, "Claims") to the extent such Claims arise out of or are caused by the indemnifying party's breach, misrepresentation or inaccuracy in the warranties contained in this Agreement. The party requesting indemnification agrees to provide the other party: (i) prompt written notice of any claim or litigation to which indemnification applies, and (ii) the opportunity to participate in the disposition (by compromise, settlement, or other resolution) of such claim or litigation.
14. Confidentiality. All Services and Materials, compiled by Organization or provided by TPT to Organization in the process of preparing and delivering such Services and Materials, are confidential between the parties until such time as TPT authorizes them to become public. Organization agrees to refrain from utilizing such material or authorizing others to utilize such material in any manner.
15. Independent Contractor Status. By this Agreement the parties intend to create the relationship of independent contractor between them. Organization is not the employee, agent, partner, or joint venture of TPT. Organization is not entitled to participate in or receive any benefits applicable to employees of TPT. Subject to the terms of this Agreement, Organization has the right to contract for similar services with other individuals and businesses. TPT agrees that it has no right to control or direct the manner or means by which Organization accomplishes the results of the services under this Agreement. Organization agrees to comply with all laws, rules, ordinances, and regulations of all federal, state, or local political bodies having jurisdiction over the services provided under this Agreement. Organization will obtain the necessary permits and licenses for the operation of its business, pay taxes, including payroll taxes, insurance and contributions for social security and unemployment. During the course of work under this Agreement, Organization agrees to have appropriate Worker's Compensation coverage and insurance to protect against liability arising from its own negligence or that of its employees, or by operation of law. Organization understands that TPT will not provide insurance

or worker's compensation coverage to protect against liability arising from services performed pursuant to this Agreement. To the extent applicable, Organization will pay self-employment taxes with respect to all amounts paid by TPT to Organization.

16. Acquiescence of Organization's Employees. If Organization engages the services of employees or independent contractors to render services under this Agreement, Organization agrees to obtain from each such employee or independent contractor a written agreement that such employee or independent contractor agrees to abide and be bound by the terms of this Agreement.
17. Assignment. Organization may not assign, delegate, or otherwise transfer this Agreement or any of its rights or obligations of this Agreement without the prior written consent of TPT.
18. Termination. TPT has the right to terminate this Agreement at any time with or without cause. In the event of termination by TPT, TPT has no further liability to Organization other than payment for work completed and authorized prior to the date of termination provided, however, Organization immediately delivers to TPT any and all materials in its possession that are the property of TPT and all materials prepared by Organization under this Agreement. In the event TPT has made payments to Organization in advance of work being completed or expenses committed, Organization and TPT will in good faith, determine what such amount is and Organization agrees to return those unexpended funds to TPT.
19. Force Majeure. TPT is not liable to Organization for the nonperformance of its obligations under this Agreement due to an event of "force majeure", which term includes, without limitation, fire, flood, epidemic, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, war (declared or undeclared), act of terrorism, or any federal, state or local government law, order, or regulation, order of any court or jurisdiction, or other cause not reasonably within TPT's control.
20. Binding Effect. This Agreement is binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.
21. Waivers. No failure or delay by either TPT or Organization in exercising any right or remedy under this Agreement will waive any provision of the Agreement. Nor will any single or partial exercise by either TPT or Organization of any rights or remedy under this Agreement preclude either of them from exercising its rights or remedies.
22. Release of Liability. To the maximum extent permitted by law, Organization hereby assumes all risks that Organization may encounter while providing services hereunder, including but not limited to exposure to health risks, infectious disease epidemics or pandemics, including but not limited to COVID-19, and hereby releases and holds harmless TPT and its principals, agents, employees, and affiliates from any and all claims for injuries, illness or damages which may occur from or as a result of participation in rendering services hereunder.
23. Entire Agreement and Modification. This Agreement supersedes all previous and contemporaneous oral negotiations, commitments, writings, and understandings between the parties concerning the matters in this Agreement. This Agreement may be modified or amended only by a written amendment signed by both TPT and Organization.
24. Remedies. The rights and remedies of Organization in the event of a breach of any provision of this Agreement by TPT is limited to Organization's right, if any, to recover damages in an action at law not to exceed the Fee paid to Organization. Organization is not entitled to seek to enjoin or restrain the exhibition, distribution, advertising, or other exploitation of the Series, Services and Materials, TPT Content, or any ancillary or derivative products.

25. Severability. If any part of this Agreement is determined to be invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement remains in full force and effect.
26. Notices. All notices and other communications required or permitted under this Agreement must be in writing and sent by registered first-class mail, postage prepaid, and are effective five days after mailing to the addresses stated at the beginning of this Agreement. These addresses may be changed at any time by written notice.
27. Governing Law. This Agreement is governed by the laws of the State of Minnesota. Parties agree that Minnesota courts will have exclusive jurisdiction for any claims arising out of this Agreement.

The Parties agree to the terms of this Agreement.

**City of Duluth**

**Twin Cities Public Television, Inc.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Emily Larson  
\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Mayor  
\_\_\_\_\_  
Print Title

\_\_\_\_\_  
Print Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**CITY OF DULUTH**

Attest:

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Ian B. Johnson  
City Clerk

Date Attested: \_\_\_\_\_

Countersigned:

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Josh Bailey  
City Auditor

Approved as to form:

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Rebecca St. George  
City Attorney

## EXHIBIT A

### Scope of Work

#### NASA Inspires Futures for Tomorrow's Youth (NIFTY)

##### Library Partner Scope of Work

March 20, 2023 – December 31, 2023

#### Project Description:

The NIFTY project is funded by NASA (Cooperative Agreement #80NSSC22M0123). The project goal is to connect NASA STEM role models with youth serving STEM programs for underrepresented youth (ages 9-14) and their families. Outreach programs will run July - October 2023. Each partner will receive \$2,500 total for participating in the project, including pre-program training and evaluation activities.

Library partners commit to the programming requirements which includes hosting 10 hours of multigenerational NASA-themed STEM/space science programs for Latinx/Hispanic families with at least 10 youth (ages 9-14), open to other family members, and involves at least one NASA STEM role model. Partners will receive a \$2,500 stipend, professional development for two staff, and support in connecting with trained NASA STEM role models.

Library staff will implement activities that reflect their program's STEM focus (e.g., technology, engineering, etc.) and include at least one virtual and/or in-person visit from a role model. Participants will use the project website which hosts standards-based gender equitable STEM activities.

#### Project Requirements:

As a requirement for participating in NIFTY, Partners are expected to participate in the following activities: 1) Professional Development, 2) Outreach Programming, and 3) Evaluation surveys.

Spring 2023	June 20, 2023	Summer 2023	July – October 2023	Summer/Fall 2023
Needs Assessment Survey	2 Program Staff Attend Virtual PD Webinar (a 2-hour webinar with pre-webinar reading required)	Post-Professional Development Survey	10 hours of NASA-themed STEM programs with at least one Role Model	<ul style="list-style-type: none"><li>Post-Program Survey</li><li>Distribute a Family Survey at the end of the NASA-themed STEM programs</li></ul>

Professional Development (PD) on June 20, 2023, will consist of one virtual webinar with light reading to be assigned in the weeks prior. During this 2-hour virtual webinar, library staff will be prepared to use the SciGirls Strategies, a set of instructional practices that are gender equitable and culturally responsive and focus on the importance of an inclusive learning environment. SciGirls' Engaging Latinx Family Guide designed to engage Latinx families in culturally relevant ways will also be presented.

NASA-themed STEM programs July – October 2023 will show evidence of the use of gender equitable and culturally responsive practices, including the use of at least one NASA role model (virtual or in-person), in NASA-themed STEM programs. Each program should be at a length and format suitable for your library with at least

10 hours of contact with 10 middle school-aged youth (for example, a weekly hour-long STEM program). Programs will be encouraged to engage families in all sessions. It is expected that two family members will accompany each youth and take part in the evaluation.

Evaluation Activities expected of library partner programs:

- Complete a Needs Assessment survey (spring of 2023)
- Complete a Post-Professional Development survey (summer 2023)
- Complete a Post-Program survey (Fall 2023)
- Distribute a Family Survey at the end of the NASA-themed STEM programs



## EXHIBIT B

### Payment Schedule

Payment & Deliverables	Payment Amount
<p>Execution Payment in July 2023 following completion of:</p> <ul style="list-style-type: none"><li>• Needs Assessment Survey</li><li>• Professional Development Training</li><li>• Post-Professional Development Survey</li></ul> <p>(No invoice required for Execution Payment.)</p>	\$2,500

## EXHIBIT C

### ***TPT TRAVEL POLICY***

This Travel Policy applies to TPT's Contractors and Consultants.

When incurring business travel expenses, TPT expects you to:

- Exercise discretion and good judgment using the lowest reasonable cost options.
- Report expenses, supported by required documentation, as they were actually spent.

#### Travel Receipts For Reimbursement.

You need to submit clear and organized receipts within fourteen (14) days of a completed trip. Receipts may be scanned and emailed.

- Airline ticket receipt with name of traveler, dates and location of travel
- Hotel receipts with name of traveler, dates of stay, room & tax charges per night, detail of additional charges.
- Meal receipts must be dated and itemized listing food and beverages. Alcoholic beverages are unallowable, so the total credit card & tip amount receipt is insufficient documentation. The credit card/tip receipt may be included, or the tip amount may be noted on itemized meal receipt. If multiple travelers are on one meal receipt, list each name with the receipt.
- Other receipts should be dated, show name of traveler when practical, and business reason should be clear.

#### Airfare

Flights should be booked at least three (3) weeks in advance when possible to secure economical fares. Economy class only - business class or first class tickets are not reimbursable. Any airfare over \$600 should be approved by TPT in advance. Foreign travel must be pre-approved by TPT, and only US Carriers may be used.

#### Hotels & Meals/Per Diem.

Hotels and meals should be no more than 20% greater than guidelines published by federal GSA <http://www.gsa.gov/portal/content/104877>. Expenses exceeding federal guidelines by more than 20% must be approved by TPT in advance. Room and tax are reimbursable, in-room movies, and such are not. Room service meals are acceptable if within per diem guidelines. Per diem expenses are measured in aggregate for a trip.

#### Ground Transportation

Car rental should be economy class unless there is a business reason for a larger vehicle. Taxis and other ground transportation receipts are reimbursable. Mileage is reimbursed at current federal mileage rate for Business <http://www.irs.gov/Tax-Professionals/Standard-Mileage-Rates>

#### Tips and Other

Tips and other minor cash expenses, such as parking meters, are reimbursable without a receipt as long as reasonable and listed clearly with other submitted receipts.

#### Non-Reimbursable Expenses.

Expenses that could be perceived as excessive, lavish or inappropriate for business are not reimbursable. Examples include but are not limited to: Alcohol, First Class Airfare/Upgrades, Hotel Suites or Room Upgrades, Travel Insurance, Movies, Sporting Equipment Rental, Spa or Exercise Facility, Entertainment/Sporting Event Tickets, Clothing, Toiletries, Dry Cleaning, Car Wash, and Valet Parking unless it is the only practical option.

If TPT has arranged lodging and you elect to stay elsewhere, reimbursement will not exceed rate arranged by TPT. Additional transportation related to alternative lodging is not reimbursable.

#### Part Personal/Part Business Trips.

It is acceptable to combine business trips with pleasure for you and your spouse or domestic partner [as defined by IRS Code Section 152(a)(9)], subject to following criteria:

- *Airfare:* For yourself, the cost is covered if the time of stay is within the cost of business airline ticket (i.e., if business is four (4) days and you stay six (6), but fare is not increased by extending trip). If extended trip increases airfare, you will need to pay the difference.
- *Hotels:* Days that are needed for business would be reimbursed for both you and travel companion if sharing one room. You are solely responsible for any and all hotel expenses associated with your extended stay that are unrelated to TPT's business.
- Travel companion airfare, meals and other expenses are not reimbursable.

## EXHIBIT D

### Appendix II to 2 C.F.R. Part 200 — Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

- A. In accordance with federal requirements, Contractor represents and warrants that it: (i) is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from a covered transaction by any federal department or agency; and (ii) has not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and (iii) is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in this Paragraph; and (iv) has not within a three-year period preceding this application/proposal had one or more public transactions (federal, state or local) terminated for cause or default.

If Contractor is allowed by TPT to subcontract any part of this contract and the value of such subcontract is at least \$25,000, Contractor shall ensure compliance from lower tier contractor(s) with this debarment provision by including such provision in the written contract.

- B. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—If the value of this Contract exceeds \$100,000, Contractor is responsible for completing the attached *Byrd Anti-Lobbying Amendment Compliance and Certification*. Contractor will ensure that such disclosures are forwarded from tier to tier up to the non-Federal award.
- C. 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).
- D. Equal Employment Opportunity. During the performance of this contract, the Contractor agrees not to discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action will include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- E. 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.

**CERTIFICATION REGARDING USE OF FEDERAL FUNDS**  
**Appendix II to Part 200 (I)**

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Consultant Name:

Title:

Name of Company:

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By checking this box and signing below, I certify I am authorized to sign this document on behalf of myself and/or my company.

Signature:

Date:

## Exhibit E

### FCPA Certification

The Contracting Party is currently providing, or has agreed to provide, certain services (the “Services”) to the Company, or one of its subsidiaries or affiliates (the “Company”). The Contracting Party hereby agrees that in connection with such services, it and all of its officers, directors, employees, agents, or other representatives shall:

- Comply with all applicable laws and regulations, including but without limitation the U.S. Foreign Corrupt Practices Act (“FCPA”), U.K. Bribery Act 2010 (“Bribery Act”), and all other applicable anti-corruption laws and regulations.
- Not—in a corrupt or improper effort to obtain or retain any business or any commercial advantage—offer, promise, or make any payment or transfer anything of value, directly or indirectly to (a) any employee or official of any government (U.S. or foreign), including any civil servant, governmental representative, public sector employee (including employees of government-owned or government-controlled corporations or instrumentalities or public international organizations), political party, official of a political party, or candidate for public office, or any family member or close associate of such persons, or (b) any intermediary for payment or provision to any of the foregoing.
- Provide training to its officers, directors, employees, agents, or other representatives on the FCPA, Bribery Act, and other applicable anti-corruption laws and regulations as needed to ensure full compliance with these laws.

The Contracting Party hereby represents that neither it, nor any of its officers, directors, employees, agents or other representatives, have made any payments in connection with the Services that could violate the FCPA, Bribery Act, or any other applicable anti-corruption laws.

It further represents that any potential violations of these laws in connection with its Services to the Company will promptly be reported to Company Designee, and the Contracting Party will cooperate fully with the Company to investigate and remediate.

The Contracting Party hereby acknowledges that the Company may terminate its contract with the Contracting Party, without penalty, for any potential violations of the FCPA, Bribery Act, and other applicable anti-corruption laws.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Name (please print): \_\_\_\_\_

Title: \_\_\_\_\_