

**INTERLOCAL AGREEMENT  
BETWEEN MEAD SCHOOL DISTRICT NO. 354  
AND SPOKANE SCHOOL DISTRICT NO. 81**

This Interlocal Agreement ("Agreement") is made and entered into by and between Mead School District No. 354, Spokane County, Washington ("Mead") and Spokane School District No. 81, Spokane County, Washington ("Spokane"). Mead and Spokane are sometimes collectively referred to herein as the "Parties" and each a "Party." This Agreement is made pursuant to the Interlocal Cooperation Act, Chapter 39.34 RCW (the "Act") and has been authorized by the governing body (*i.e.*, Board of Directors) of each Party. Each of the Parties is a "public agency" as defined in the Act. In consideration of the mutual covenants and promises hereinafter set forth, the Parties agree as follows.

**1. Recitals.**

1.1 Pursuant to the Act, a Washington school district may enter into an interlocal agreement with another Washington school district to perform any governmental service, activity or undertaking that each school district entering into the agreement is authorized by law to perform in a manner that will accord best with geographic, economic, population and other factors influencing the needs and developments of local communities.

1.2 Washington school districts are authorized by law to establish, maintain and operate public schools and educational programs, and to lease facilities for educational purposes.

1.3 Mead is currently preparing to operate "Riverpoint Academy" at Innovate Washington, 665 North Riverpoint Blvd, Spokane, WA 99202, which is within the boundaries of Spokane and on Washington State land. See **Exhibit A: Mead Facility Lease**.

1.4 Riverpoint Academy was founded on the principle that it is possible to prepare students simultaneously for the rigors of college and for careers with performance demands of a high-tech, global workforce, by providing an instructional program based on "STEM+" (Science, Technology, Engineering, Math, and Entrepreneurship.) Riverpoint Academy is intended to provide a STEM+ program in a learning environment that prepares students for higher education, citizenship, and work.

1.5 The short-term plan for Riverpoint Academy is that for the first two years, all of the slots will be for Mead students in grades 11 and 12. Beginning in the third year, the plan is to phase in enrollment of students from Spokane, and beginning in the fifth year, the plan is to phase in enrollment of students from other Spokane County school districts ("Other Participating Districts") During the fourth year, the Parties will negotiate to determine the means by which enrollment of students from Other Participating Districts will be phased in during Year 5. (See Section 5 of this Agreement for enrollment details.)

1.6 The Parties recognize that students, parents, teachers, community members, businesses, local governments and the State of Washington (the "State") benefit substantially from cooperative, coordinated and shared approaches to promoting student achievement, and particularly with respect to STEM+ education.

1.7 This Agreement is not intended to impact or change the boundaries of either Mead or Spokane.

## **2. Common Strategic Goals and Benefits: Spokane and Riverpoint Academy**

2.1 Spokane's College/Career Readiness Goal ("Goal") is to "Educate all students to meet high standards and graduate from high school ready, without remediation, to enter a postsecondary institution that offers a baccalaureate degree, or allows transfer to a baccalaureate program, or allows entry into a high quality certificate program that enables students to enter a career pathway with potential for future advancement, or facilitates entry into a branch of military service."

2.2 The Parties recognize the direct linkage of Spokane's Goal with the following goals of Riverpoint Academy: (a) to provide students rigorous instructional programs based on STEM+ to narrow the achievement gap in math and science and increase high school graduation rates; (b) to graduate students to fill workforce needs in science and engineering related fields and enhance economic competitiveness in the State; and (c) to provide "best practice" professional development to teachers within the region, State and nation that leads to improved student achievement, college preparedness and workplace readiness (the "Riverpoint Academy Goals").

2.3 In keeping with its priority to be a leader in STEM+ education, Spokane desires to partner with Riverpoint Academy, Mead, the scientific community, local industry, government and labor to create a world-class education. Riverpoint Academy will provide a template for Spokane to use to develop and realize the potential of challenge-based, community-supported schools, where appropriate.

## **3. Operational Responsibility.**

3.1 The enrollment goal of Riverpoint Academy is to have a student body population that closely reflects the demographic make-up of Mead for the Mead enrollment allocation. At the time Spokane students are enrolled at Riverpoint Academy, the enrollment goal for Spokane students will be to reflect the demographic make-up of Spokane. Spokane will seek to achieve this goal through appropriate outreach efforts to minority communities and education related organizations. Mead, likewise, will seek to achieve their enrollment goal through appropriate outreach efforts to minority communities and education related organizations. At the time other school districts are integrated into Riverpoint Academy, their enrollment goal will also be to reflect the demographics of their respective districts.

3.2 Except as provided in this Agreement, and upon its full execution, Mead will maintain sole control over Riverpoint Academy, including all management, teaching, curriculum, resources, personnel, and instructional responsibilities.

3.3 Spokane has determined it to be in the best interests of its students, parents, teachers, community members, businesses, local governments, and the State: (a) to agree that Mead will finance, acquire, design, construct, own or lease, operate and maintain Riverpoint Academy within the boundaries of Spokane on the Innovate Washington Site; and (b) to enter into this Agreement.

#### **4. Program Name, Signage and Printed Program Material.**

Materials associated with or referring to the program offered at Riverpoint Academy shall use the name "Riverpoint Academy," and not specifically refer to either Mead or Spokane. If either district is referenced, signage shall characterize Riverpoint Academy as a program developed by the Mead School District, with the cooperation of Spokane School District. External signage shall be pre-approved by Mead and Spokane.

#### **5. Enrollment and Student Supervision.**

Students will be admitted to Riverpoint Academy as follows:

5.1. For purposes of this Agreement, a district's students include those students who reside in the district, as well as those non-resident students enrolled in the district pursuant to RCW 28A.225.225, et seq. It is anticipated that Riverpoint Academy will have up to 165 slots for enrollment of Mead students during first two years of operation. The long-term plan is to accommodate a maximum capacity of up to 330 students from Mead, Spokane and Other Participating Districts in grades 11 and 12. Any expansion beyond this capacity or relocation of Riverpoint Academy to an alternative site within Spokane's attendance boundary would require renegotiation or termination of this Agreement.

5.2. For Years 3 and 4, slots will be made available to Spokane students and starting in year 5 for students from Other Participating Districts, such that by Year 6, allocations will have steadily transitioned to the point where 50% of the available Riverpoint Academy slots will be allocated to Mead, 30% to Spokane, and 20% to Other Participating Districts. Any unclaimed enrollment slot not filled by the end of the open enrollment process will return first to Mead and if they remain unused, they shall then return to the general pool and will be made available for all other students on a first come, first served basis. The attendance ratio shall be applied to each entering student group.

5.3. Students interested in attending Riverpoint Academy shall apply for admission. The admission documents are requested so that the Riverpoint Academy personnel can assist with review of the application, communication with the family and home district or high school, if necessary, and providing recommendations to the Riverpoint Academy for placement of the student. The Riverpoint Academy application states that the Riverpoint Academy will provide assistance to complete the application if requested. The application may include other requirements as deemed necessary and advisable by Mead. Each student who submits an application in its entirety will be interviewed. No application will be denied on the basis of a student's IEP or 504 plan, or need for ELL services, except as may be allowed by law if the student is not otherwise qualified to attend Riverpoint Academy, and/or Riverpoint Academy is determined by the student's IEP team not to be an appropriate placement.

5.4. With respect to students who are co-enrolled in Riverpoint Academy and their home high schools/districts, Mead's student policies and procedures shall be applied when the students are attending the Riverpoint Academy, and the home high schools'/districts' policies and procedures shall be applied when the students are attending the home high schools/districts.

5.5. Nothing in this Agreement is intended to affect or limit the rights of students to enroll in school districts other than the school districts in which they reside, pursuant to the terms of RCW 28A.225.225, *et seq.*

**6. Spokane and Other Districts Use of Facilities.**

At the time Riverpoint Academy accepts students from Spokane and/or other districts Riverpoint Academy will work to make available the use of its facilities to Spokane and/or other districts when no regular use of the facility is occurring for normal Riverpoint Academy business including after-school student activities, parent/teacher meetings, and other curriculum-based programs. At the time Riverpoint Academy accepts students from Spokane and/or other districts further development of a policy on use of Riverpoint Academy by Spokane and other districts will be developed by Mead, Spokane and other districts. Any request for use of Riverpoint Academy by Spokane and/or other districts will require approval of the Riverpoint Academy Principal.

**7. Annual Meeting, Riverpoint Academy Advisory Council, and Coordinator of Services.**

7.1 The Superintendent of Mead or his/her designee shall communicate at least once yearly with the Superintendent of Spokane or his/her designee to review the progress of Riverpoint Academy in promoting Riverpoint Academy goals. The two Superintendents have authority to jointly agree to implement any change to the program at Riverpoint Academy agreed to during this annual review, and that does not require amending this Agreement. Should amendments to this Agreement be recommended by the Superintendents, they will jointly propose to their respective Boards of Directors that the recommended amendments be approved. Changes not agreed to by the Superintendents or approved by both Boards of Directors will be subject to the dispute resolution process outlined in Section 19 of this Agreement.

7.2 Prior to the opening in Year 3 of enrollment to students from Spokane, the Superintendent of Mead or his/her designee shall meet with the Superintendent of Spokane or his/her designee to review the progress of the program and plan for the transition to enrollment by non-Mead students.

7.3 In addition, the Superintendents or their designees shall meet at least once every three years to discuss the long-term academic results and long-range demographic and enrollment projections of Riverpoint Academy. While the purpose of the meeting is not to renegotiate the terms of this Agreement, this meeting would be the time to discuss concerns with continuing the Agreement and identifying solutions to those concerns.

7.4 Nothing in this section precludes the Superintendents or their designees from meeting or communicating more frequently about Riverpoint Academy.

7.5 At the time Riverpoint Academy accepts students from Spokane and/or other districts a representative from each participating district shall be appointed to the Riverpoint Academy Advisory Council. One of the roles of the Advisory Council is to report on program and space capacity on an annual basis.

7.6 Coordinator of Services designees for the Parties shall be as follows:

Mead: Dan Butler, Assistant Superintendent, (509) 465-6030

Spokane: Executive Director of Instructional Programs, (509) 354-7361

## **8. Duration of Agreement and Termination.**

8.1 It is the intent of the Parties that this Agreement continues simultaneously with the terms of the Mead Facility Lease (Exhibit A), provided Riverpoint Academy is used as an educational facility as provided in this Agreement. Considering this intent, this Agreement shall remain in effect from the date the last agreeing Party affixes its signature hereto (the "Effective Date") until the earlier of: (a) the termination of the Mead Facility Lease or any extension thereof; (b) the date Riverpoint Academy Site relocates from 665 North Riverpoint Blvd.; (c) the date Riverpoint Academy exceeds its student capacity of 330 students maximum; or, (d) the termination of this Agreement pursuant to Section 8.2 or 8.3 of this Agreement.

8.2 This Agreement may be terminated only by the mutual agreement of the Parties, except as otherwise provided in Section 8. In the event Mead fails to open Riverpoint Academy within one (1) year of the Effective Date, either Party may terminate this Agreement on ninety (90) day's written notice to the other Party. This Agreement may not be terminated if doing so would cause terms previously fulfilled by either Party to violate Washington law.

8.3 Prior to consideration of any decision to increase capacity beyond the 330 students or change the location of Riverpoint Academy 665 North Riverpoint Blvd to another location that is within Spokane's attendance boundary (either of such circumstances hereafter being referred to as a "Triggering Event"), the Superintendents of Spokane and Mead shall meet to determine if this Agreement shall continue for another term of any length and, if so, whether any changes to this Agreement are needed. The Superintendents' recommendations on this Agreement and any amendments thereto shall be submitted to the Boards of Directors of each district not less than six (6) months prior to the Superintendents' proposed effective date of such Triggering Event. Not less than four (4) months prior to the Superintendents' proposed effective date of such Triggering Event, each Party's Board shall act to either affirm this Agreement and any amendments thereto and continue for another term, or the Agreement shall terminate at the expiration of its present term.

8.4 Nothing in the Agreement is intended to create a contract for a term that is longer than the term that is permitted by applicable law. To the extent that the language of the Agreement does create a longer term than is permitted by law, the contract shall be reformed so that the term is no longer than the term that is permitted by law.

8.5 Upon termination of this Agreement, authority for Mead to operate this educational program within the boundaries of Spokane ceases to be in effect unless authority for Mead to so operate Riverpoint Academy within the boundaries of Spokane pursuant to statute or regulation exists at that time.

## **9. Recruitment of Spokane and Other Participating Districts' Students.**

At the time Riverpoint Academy accepts students from Spokane and/or other districts information about Riverpoint Academy will be included in information disseminated by Spokane and other participating districts to their families about their high school options.

**10. Outside Extracurricular Activities.**

All students attending Riverpoint Academy shall be allowed to participate at their own discretion in athletics or other extracurricular activities at their home high school, in accordance with the policies of the home high school and home district, and as provided in the applicable policies of the WIAA.

**11. Transportation.**

At the time Riverpoint Academy accepts students from Spokane and/or other districts each Party and each other participating district shall be responsible for student transportation decisions for students enrolled in their district as is related to this Agreement.

**12. Project and Purpose.**

12.1 The governmental service, activity or undertaking to be performed under this Agreement shall consist of the financing, acquiring, designing, constructing, owning, operating and maintaining of the Riverpoint Academy on the Riverpoint Academy Site (the "Project"). The acquisition or lease of the Academy Site at Innovate Washington, 665 North Riverpoint Blvd., Spokane, WA 99202 and/or on other Innovate Washington or Riverpoint Campus sites, from Innovative Washington, by the Mead Facility Lease, Exhibit A, or by such other property interest as determined by Mead, shall be deemed part of the Project.

12.2 This Agreement sets forth the powers, rights, objectives, and responsibilities of the Parties with respect to the Project.

**13. Project Authorized.**

Spokane agrees Mead has the authority to carry out and accomplish the Project pursuant to this Agreement. Mead shall have sole responsibility for the Project. Any contracts, obligations, taxes, fees and/or debts incurred for the Project are the sole responsibility of Mead. Mead shall incur no indebtedness nor authorize any expenditure for or on behalf of Spokane.

**14. Administration.**

No separate legal entity or administrative agency is created by this Agreement. Administration of this Agreement shall be by the Superintendent of Mead and the Superintendent of Spokane.

**15. Finance and Budget Maintenance.**

15.1 The Project shall be funded from legally available funds of Mead, including, but not limited to: (a) existing funds in the Mead Capital Projects Fund and/or General Fund; (b) private gifts, grants and donations; (c) funds from other local, State and federal governments; and (d) other legally available money. No money from Spokane shall be required or contributed for the Project, unless otherwise separately agreed by the Parties.

15.2 Mead shall be the "reporting entity" for applicable audit and fiscal controls for purposes of RCW 43.09.285 and the *Accounting Manual for Public School Districts*. Mead shall incorporate in its Capital Projects Fund Budget and General Fund Budget, as applicable, the

money required for the Project and will account for the expenditures of these budgets as all other expenditures in the Mead Capital Projects Fund and General Fund are accounted.

**16. Student Reporting and Funding.**

16.1 Each student at Riverpoint Academy is to be served up to a maximum of 1.00 FTE.

16.2 Each home district shall perform the clerical task of reporting its students' enrollment and shall claim FTE reimbursement for the prorated portion of each student's enrollment.

16.3 Both Parties are responsible for coordinating enrollment reporting to ensure that a student is not reported more than 1.00 FTE. Documentation must be retained to support a total maximum student enrollment of 1.00 FTE.

16.4 Mead shall report Spokane and/or other district students attending the Riverpoint Academy as nonresident students. Spokane shall receive credit for each FTE served by Mead in levy capacity calculation by OSPI (F-780 Schedule IV, Interdistrict Transfers).

16.5 In recognition of the fact that the State of Washington funds five (periods) of instruction per day and students enroll in six (6) or seven (7), the Parties agree to share and prorate FTE as described in Section 16.5 and 16.6 of this Agreement. The pro-ration provided below assumes each period is eligible for .20 FTE reimbursement.

16.6 Provided a Spokane or Other Participating District student is enrolled in five (5) or more periods of instruction per day at Riverpoint Academy, Mead shall claim 1 FTE for that student. Any instruction provided by the home high school may not be claimed for state FTE reimbursement under these circumstances.

16.7 If a Spokane or Other Participating District student is enrolled in fewer than five (5) periods of instruction per day at Riverpoint Academy and is enrolled in one (1) or more period(s) of instruction at their home high school, Mead shall claim .20 FTE per period of instruction per day for the student's enrollment at Riverpoint Academy with the balance of the FTE being claimed by the resident school district for a combined total FTE of 1.0.

**17. Acquiring, Holding and Disposing of Real and Personal Property for the Project.**

No real and/or personal property shall be jointly acquired through this Agreement. Mead shall be solely responsible for acquiring, holding and disposing of all real and personal property for the Project. All real and/or personal property acquired or to be acquired by Mead for the Project, including, but not limited to, Riverpoint Academy and all related improvements, furniture, equipment, apparatus, fixtures and appurtenances, shall be and remain the property of Mead. Spokane shall have no right or interest in the real and/or personal property acquired or to be acquired by Mead for the Project.

**18. Distribution of Assets Upon Termination.**

No assets will be distributed upon termination of this Agreement. Upon Agreement termination, all real and/or personal property acquired by Mead for the Project, including, but not limited to, Riverpoint Academy and all related improvements, furniture, equipment, apparatus, fixtures and appurtenances, shall be and remain the property of Mead, and such property may be

leased, sold or used for other purposes, all as deemed necessary or advisable by Mead and as permitted by law.

## **19. Dispute Resolution.**

19.1 In the event of a dispute between the Parties concerning any matters arising under this Agreement, the Parties shall first attempt to negotiate a settlement of such a dispute between themselves. Absent such a settlement, such dispute shall be considered by a three-member mediation panel ("Mediation Panel"). The Parties shall each appoint a member to the Mediation Panel and the third member shall be appointed by the Superintendent of Educational Service District 101. A decision of a Mediation Panel shall be nonbinding and inadmissible in any arbitration or litigation.

19.2 If the Mediation Panel does not resolve the issue to the satisfaction of either or both Parties, either Party may seek resolution of the dispute through litigation, the venue of which shall be in Spokane County Superior Court.

19.3 Nothing in this Agreement shall impair a Party's right to seek injunctive relief from the Spokane County Superior Court if immediate and irreparable injury, loss or damage to any rights arising from this Agreement will occur before the mediation described in Section 17.1 of this Agreement can be conducted.

## **20. Indemnification/Hold Harmless.**

20.1 To the extent permitted by law, Mead shall indemnify, defend and hold harmless Spokane, its elected and appointed officials, officers, employees and agents from all claims, losses, suits, actions, legal or administrative proceedings, costs, attorneys' fees, litigation costs, expenses, damages, penalties, fines, judgments or decrees by reason of any death, injury or disability to or of any person or party, including employees, and/or damage to any property or business, including loss of use (collectively "damages") to the extent caused by any negligent act, error or omission of Mead or its elected and appointed officials, officers, employees, agents, contractors or subcontractors ("Mead's Functionaries"), when acting within such designated capacity, arising out of the Project. Mead's obligation shall include, but not be limited to, defending all claims alleging damages from any negligent action, error or omission or breach of any common law, statutory or other delegated duty by Mead and Mead's Functionaries.

Mead will provide information to Spokane, and Spokane will provide information to Mead, regarding all claims.

20.2 To the extent permitted by law, Spokane shall indemnify, defend and hold harmless Mead, its elected and appointed officials, officers, employees and agents from all claims, losses, suits, actions, legal or administrative proceedings, costs, attorneys' fees, litigation costs, expenses, damages, penalties, fines, judgments or decrees by reason of any death, injury or disability to or of any person or party, including employees, and/or damage to any property or business, including loss of use (collectively "damages") to the extent caused by any negligent act, error or omission of Spokane or its elected and appointed officials, officers, employees, agents, contractors or subcontractors, when acting within such designated capacity, relating to or in the performance of this Agreement.



20.3 Mead agrees to acquire and maintain insurance in form and amounts as it determines is consistent with the coverage of comparable facilities and undertakings related to said facilities as contemplated under this Agreement and to name Spokane as an additional insured. Such insurance may, without limitation, include self-insurance and/or pool insurance. If a license agreement or other agreement with a user of Riverpoint Academy provides that the licensee or user must obtain specified insurance and name Mead as an additional insured, Mead will use reasonable efforts to have Spokane also named as an additional insured.

**21. Filing Agreement.**

Prior to its entry into force, this Agreement shall be filed with the county auditor or, alternatively, listed by subject on a public agency's web site or other electronically retrievable public source by the Parties.

**22. Notices.**

All notices or other communications shall be deemed sufficient hereunder if made in writing and delivered both by electronic mail and by first-class mail, postage prepaid, to each Party at its respective address set forth below, or such other address as such Party may hereafter designate to the others in writing:

To Mead:  
Superintendent  
Mead School District No. 354  
2323 East Farwell Road  
Mead, WA 99021

To Spokane:  
Superintendent  
Spokane School District No. 81  
200 N. Bernard  
Spokane, WA 99201

Notices sent by mail shall be deemed given when properly mailed, and the postmark affixed by the United States Post Office shall be conclusive evidence.

**23. Audits and Inspections.**

The records and documents with respect to all matters covered by this Agreement shall be subject to and available for inspection, review, or audit by Mead or Spokane during the term of this Agreement and three (3) years after termination.

**24. Revision, Amendment or Supplementation.**

This Agreement may be revised, amended or supplemented by agreement of the Parties. Any revision, amendment or supplement shall be in writing, signed by the authorized officers of each Party. No revision, amendment or supplement shall take effect if it impairs any contractual obligation of either Party.

**25. Miscellaneous.**

25.1 If any provision of this Agreement shall be held or deemed to be or shall, in fact, be invalid, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions, or in all jurisdictions, because it conflicts with any provisions of any constitution, statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provisions in question invalid, inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions of this Agreement invalid, inoperative or unenforceable to any extent whatever.

25.2 The Parties acknowledge that they have read and understand this Agreement, including any supplements or attachments hereto, and do agree thereto in every particular item.

25.3 The Parties further agree that this Agreement constitutes the entire Agreement between the Parties and supersedes all communications, written or oral, related to the subject matter of this Agreement.

25.4 Section headings have been inserted in this Agreement only as a matter of convenience of reference, and it is agreed that such section headings are not a part of this Agreement and will not be used in the interpretation of any provisions of this Agreement.

25.6 The Parties shall comply with all applicable federal and state laws and regulations. Nothing in this Agreement shall be construed to limit or alter the underlying statutory authority or the responsibilities of Mead or Spokane.

25.7 No rights or responsibilities required or authorized by this Agreement may be assigned by any Party hereto.

25.8 This Agreement is solely for the benefit of the Parties hereto and no third party shall be entitled to claim or enforce any rights hereunder.

25.9 This Agreement shall be interpreted and construed under the provisions of the laws of the State of Washington. Except as otherwise required by applicable law, any legal action under this Agreement shall be brought in Spokane County Superior Court.

25.10 The waiver by any Party of any breach of any term, covenant, or condition of this Agreement shall not be deemed a waiver of such term, covenant, or condition or any subsequent breach of the same or any other term, covenant, or condition of this Agreement.

25.11 The Effective Date of this Agreement is the date the last agreeing Party affixes its signature hereto.

25.12 This Agreement may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute one and the same document.

IN WITNESS WHEREOF, this Agreement has been executed by each Party as set forth below:

**MEAD SCHOOL DISTRICT NO. 354**

By: [Signature]  
President, Board of Directors

Date: 5-21-12

By: Thomas J. Rockefeller  
Superintendent and Secretary to the Board of Directors

Date: 5.21.12

**SPOKANE SCHOOL DISTRICT NO. 81**

By: [Signature]  
President, Board of Directors

Date: 5-23-12

By: Nancy Howell  
Superintendent and Secretary to the Board of Directors

Date: 5-23-2012



**Sirti – 665 Building  
Lease Agreement No. 76682  
Riverpoint Academy – Mead School District**

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**Parties**

1. This Lease Agreement (Agreement) effective July 1, 2011, is between the Spokane Intercollegiate Research and Technology Institute whose address is 665 North Riverpoint Blvd., Spokane, WA 99202, for its administrators, successors, and assignees, hereinafter called Sirti and The Mead School District, located at 2323 East Farwell RD, Mead WA 99021, Spokane, WA 99202 hereinafter called the Lessee; both also referred to as "Parties" and independently as the "Party".

Now therefore, in consideration of the mutual promises, terms, conditions, covenants, and performances contained herein, the Parties mutually agree as follows.

**Premises**

2. Sirti hereby leases to the Lessee the premises commonly described as Rooms (Suites) 202 and 128.

**Purpose**

3. This Agreement is to provide the premises to the Lessee for the purpose of general office and educational use. The Lessee shall not use the premises for any other purpose. No use other than as set forth in this document shall be permitted without the prior written approval of Sirti. Furthermore, in using the premises, it is expressly agreed that the Lessee shall comply with all applicable federal, state, and local laws, ordinances, regulations, and environmental requirements and Sirti policies as they become enacted. The Lessee hereby agrees to hold Sirti harmless from claims or suits resulting from the Lessee's failure to comply with such requirements.

**Commercialization Activities**

4. The Lessee shall be active in development of Lessee business in a legal and ethical manner with the goal of commercializing its' products and/or services or in support of commercializing products and/or services. For-profit Lessee's shall provide to Sirti a Business Plan within 90 days of tenancy. The Business Plan shall include, but not be limited to, projections of sales and income. In addition, the for-profit Lessee shall provide to Sirti Quarterly Financial Statements during the term of this Agreement. Periodically, at the discretion of Sirti but no more frequently than monthly, for-profit Lessee's shall provide information and access to members of the Sirti team for brief discussions, typically one to two hours, to review current business plans, product development, and financial status and performance. The purpose of such meetings shall be to both review the current business condition of Lessee and to provide limited Commercialization, Technology and Financial advisory services to the Lessee. These

specific and limited advisory services, as described in this section, will be at no additional charge to Lessee above those described elsewhere in this Lease Agreement. Additional advisory services may be contracted for separately at additional charge.

### Term

5. The term of this Agreement shall be from **July 1, 2011 – June 30, 2013.**

### Security Deposit and First Month's Rent

6. The Lessee shall pay Sirti a security deposit consisting of **\$1,000.00** plus **\$4,4519.24** (combined rent for Suites 202 and 128) on the first day of the term of this Lease Agreement. Such Security Deposit is for Lessee's faithful performance of Lessee's obligations hereunder. If Lessee fails to pay Rent or other charges due hereunder, or otherwise defaults with respect to any provision of this Lease Agreement, Sirti may use, apply or retain all or any portion of said deposit for the payment of any Rent or other charge in default or for the payment of any other sum to which Sirti may become obligated by reason of Lessee's default, or to compensate Sirti for any loss or damage which Lessee may suffer thereby.

### Rental Rate, Closeout Process and Final Payment

7. The Lessee shall pay rent to Sirti for the premises at the monthly rates for various rooms, equipment and services per fully executed Schedule A's which may be changed from time to time. Agreement by the Parties shall be evidenced through the bilateral execution of the Schedule A's.

Payment shall be made to Sirti Accounting Department, 665 North Riverpoint Blvd., Spokane, WA 99202. Payment (other than the Article 5. Deposit) shall be made by the 10<sup>th</sup> of each month.

The base rental shall be as follows:

<b>Dates</b>	<b>Suite 128 Rate/MO</b>	<b>Suite 202 Rate/MO</b>	<b>Total/MO</b>
July 1, 2011 – August 31, 2011	\$1,815.98	\$2,368.26	\$4,184.24
September 1, 2011 – June 30, 2012	\$1,815.98	\$1,246.46	\$3,062.44
July 1, 2012 – June 30, 2013	\$1,815.98	\$2,368.26	\$4,184.24

Between September 1, 2011 – June 30, 2012, Suite 202 will increase to the \$2,368.26 per month amount should Lessee actively utilize the space for its program.

The above rent shall be increased on July 1, 2013, and each year that the Sublease is in effect, by three percent (3%) per annum. This percentage increase shall be applied to both the base rental provided in the most current, fully executed Schedule A of the lease as well as any prior increases pursuant to this Paragraph. Lessee disclaims any interest in or benefits of the amounts set forth above.

At the end of the term of this Lease Agreement and after payment in full has been received for the final invoice, any prepaid rent, deposit or overage of charges from estimated telephone and copier charges will be calculated. The net proceeds from this calculation will then be disbursed in a check from Sirti so long as the Lessee has vacated the premises, and provides their federal identification number and current address and phone number to Sirti. The exit process is identified in Schedule B-1 "Campus Client Exit Checklist".

#### **Late Charge and Notice of Eviction**

8. If the Lessee fails to pay rent as herein required by 5:00 p.m. on the 10<sup>th</sup> day of the month, a late fee of 25% of the monthly rental due will be assessed and Sirti will send a Notice of Eviction the following day. The Notice of Eviction will give the Lessee five calendar days to pay all rental amounts and other fees owed. If the amounts owed are still not paid by 5:00 p.m. on the 15<sup>th</sup> day of the month, Article 13. Default is invoked.

#### **Expenses**

9. During the term of this Agreement, the Lessee shall pay all real estate, excise, and personal property taxes, business licenses, and other fees and obligations, if applicable. Sirti agrees to pay all property assessments, water, sewer, storm water, garbage collection, and maintenance and repair as described below, together with all utilities, elevator service, and janitor service, to include restroom supplies, light bulbs and tubes, and other necessary day-to-day expenses.

#### **Maintenance and Repair**

10. Sirti shall maintain the premises in good repair and leasable condition during the term of this Agreement, except in case of damage arising from the negligence of the Lessee's clients, agents, or employees. For the purposes of so maintaining the premises, Sirti reserve the right at reasonable times to enter and inspect the premise and make any necessary repairs to the building. Lab maintenance requested beyond established written standards must be approved through Sirti management.

#### **Reimbursement for Damage to Premises**

11. The Lessee hereby agrees to reimburse Sirti for damages caused by its employees, contractors, licensees, invitees, clients, and agents. This paragraph shall not be construed as making Lessee responsible for the repair of normal wear and tear.

#### **Renewal/Cancellation**

12. Sirti reserves the right to renegotiate this Agreement for an additional amount of monthly rent at any time deemed necessary by Sirti.

It is mutually understood and agreed by and between Sirti and the Lessee that this Agreement may be canceled and terminated by either Party on or after the first month of its term (if applicable) provided that written notice of such cancellation and

termination shall have been given at least thirty (30) days prior to the effective date thereof, in which event rent shall be prorated to the date of termination.

In the event the state determines to undertake a renovation or demolition of the facility, or determines to permit new development and/or use, it is provided that there is expressly reserved to Sirti the right and option to terminate this lease by giving the Lessee at least thirty (30) days written notice prior to the effective date of such termination in which event rent shall be prorated to the date of termination.

#### **Default**

13. If Lessee breaches this Agreement, Sirti must give written notice. If Lessee has not corrected actions within thirty (30) days after receiving written notice, Sirti may immediately terminate this Agreement and remove all Lessee's property and repossess the premises. Lessee will be charged any attendant costs.

#### **Surrender of Premises**

14. Lessee shall promptly yield and deliver to Sirti possession of the leased premises, equipment and lab equipment as identified on Schedule B "Laboratory Rental Equipment List" and any and all keys to the premises at the end of this Agreement. In the event Sirti must incur any expenses, fees, or costs in any action for the enforcement of any part of this Agreement and is successful, the Lessee shall, in addition to all other payments required, pay the costs and reasonable attorneys' fees for any actions brought by Sirti.

#### **Assignment/Sublease**

15. The Lessee shall not assign, nor sublet the premises.

#### **Fixtures**

16. The Lessee shall have the right during the existence of this Agreement, with the express written permission of Sirti, to make minor attachments, i.e. attach fixtures, or signs, in or upon the premises hereby rented. The Lessee shall coordinate the removal of such attachments with Facilities Manager for the purposes of minimizing damage to Sirti property.

#### **Disaster**

17. In the event the premises are destroyed or damaged by fire, earthquake, or other casualty so as to render the premises totally unfit for occupancy, the Lessee may terminate this Agreement and shall be reimbursed for any unearned rent that has been paid. In the event said premises are partially destroyed by any of the aforesaid agencies, the rent herein agreed to be paid shall be abated from the time or occurrence of such destruction or damage until the premises are again restored to their former condition, and any rent paid by the Lessee during the period of abatement shall be credited upon the next installment of rent to be paid. It is understood that the terms

"abated" and "abatement" mean a pro rata reduction of area unsuitable for occupancy due to casualty loss in relation to the total rented area.

### **No Guarantees**

18. It is understood that no guarantees, expressed or implied, representations, promises, or statements have been made by Sirti unless endorsed in writing in this Agreement or attached to it. And it is further understood that this Agreement shall not be valid and binding upon the State of Washington unless same has been approved by Sirti, an agency of the State of Washington.

### **Hazardous Substances**

19. Unless expressly authorized in Schedule D of this Agreement, the Lessee shall not keep on or about the premises for use, disposal, treatment, generation, storage, or sale any substances which are hazardous, toxic, harmful or dangerous, and/or which are subject to regulation as hazardous or toxic, dangerous, or as a pollutant by any federal, state, or local law, regulation, statute, or ordinance (collectively referred to herein as "hazardous substances"). Lessee shall be fully liable to Sirti and the State of Washington and shall indemnify, defend, and save harmless Sirti and its officials and employees, with respect to any and all damages, costs, fees (including attorneys' fees and costs), civil and criminal penalties, or clean-up costs assessed against or imposed as a result of Lessee's use, disposal, generations, storage, or sale of hazardous substances or that of Lessee's employees, agents, or invitees. Breach of this provision shall entitle Sirti to terminate this Agreement.

### **Hold Harmless**

20. Lessee, its successors, or assigns will protect, save, and hold harmless the Federal government, Sirti and its authorized agent and employees, from all claims, actions, costs, damages, or expenses of any nature whatsoever by reason of the acts or omissions of the Lessee, its assigns, agents, contractors, licensees, invitees, employees or any person whomsoever arising out of or in connection with any acts or activities authorized by this Agreement. The Lessee further agrees to defend Sirti, its agents, or employees, in any litigation, including payment of any costs or attorneys' fees, for any claims or actions commenced thereon arising out of or in connection with acts or activities authorized by this Agreement. This obligation shall not include such claims, costs, damages, or expenses which may be caused by the sole negligence of Sirti or its authorized agents or employees; provided that if the claims or damages are caused by or result from the concurrent negligence of: (a) Sirti, its agents or employees, and (b) the Lessee, its agents or employees, and involves those actions covered by RCW 4.24.115, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Lessee or Lessee's agents or employees.

### **Public Liability Insurance**

21. Liability Insurance



Commercial General Liability Insurance: The Lessee shall maintain commercial general liability (CGL) insurance and, if necessary, commercial umbrella insurance, with a limit of not less than \$2,000,000 per each occurrence. If CGL insurance contains aggregate limits, the General Aggregate limit shall be at least twice the "each occurrence" limit. CGL insurance shall have products-completed operations aggregate limit of at least two times the "each occurrence" limit. CGL insurance shall be written on ISO occurrence from CG 00 01 (or a substitute form providing equivalent coverage). All insurance shall cover liability assumed under an insured contract (including the tort liability of another assumed in a business contract), and contain separation of insured (cross liability) condition.

Upon the issuance thereof, Lessee shall deliver each such policy or a certified copy and a certificate thereof to Sirti for retention by Sirti. If Lessee shall fail to maintain such insurance or shall fail to furnish to Sirti, upon notice to do so, any such policy or certified copy and certificate thereof as required, Sirti shall have the right, from time to time, to effect such insurance for the benefit of Lessee or Sirti or both and all premiums paid by Sirti shall, upon its demand, be payable by Lessee as additional rent.

Additionally, the Lessee is responsible for ensuring that any subcontractors provide adequate insurance coverage for the activities arising out of subcontracts.

Business Auto Policy: As applicable, the Lessee shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit not less than \$2,000,000 per accident. Such insurance shall cover liability arising out of "Any Auto." Business auto coverage shall be written on ISO form CA 00 01, 1990 or later edition, or substitute liability form providing equivalent coverage.

Employers Liability ("Stop Gap") Insurance: In addition, the Lessee shall buy employers liability insurance and, if necessary, commercial umbrella liability insurance with limits not less than \$2,000,000 each accident for bodily injury by accident or \$2,000,000 each employee for bodily injury by disease.

The above insurance policy shall include the following provisions:

Additional Insured – The State of Washington, Sirti, its elected and appointed officials, agents and employees shall be named as an additional insured on all general liability, excess, umbrella and property insurance policies. All insurance provided in compliance with this contract shall be primary as to any other insurance or self-insurance programs afforded to or maintained by the State.

Cancellation – State of Washington, Sirti, shall be provided written notice before cancellation or non-renewal of any insurance referred to therein, in accord with the following specifications. Insurers subject to 48.18 RCW (Admitted and Regulation by the Insurance Commissioner): The insurer shall give the State 45 days advance notice of cancellation or non-renewal. If cancellation is due to non-payment of premium, the State shall be given 10 days advance notice of cancellation. Insurers subject to 48.15 RCW (Surplus lines): The State shall be given 20 days advance notice of cancellation. If cancellation is due to non-payment of premium, the State shall be given 10 days advance notice of cancellation.

Identification – Policy must reference the State's contract number and the agency name.

Insurance Carrier Rating – All insurance and bonds should be issued by companies admitted to do business within the State of Washington and have a rating of A-, Class VII or better in the most recently published edition of Best's Reports. Any exception shall be reviewed and approved by Sirti, or the Risk Manager for the State of Washington, before the contract is accepted or work may begin. If an insurer is not admitted, all insurance policies and procedures for issuing the insurance policies must comply with chapter 48.15 RCW and 284-15 WAC.

Excess Coverage – By requiring insurance herein, the State does not represent that coverage and limits will be adequate to protect the Lessee, and such coverage and limits shall not limit Lessee's liability under the indemnities and reimbursements granted to the State in this contract.

Worker's Compensation Coverage – The Lessee will at all times comply with all applicable workers' compensation, occupational disease, and occupational health and safety laws, statutes, and regulations to the full extent applicable. The State will not be held responsive in any way for claims filed by the Lessee or their employees for services performed under the terms of the resultant contract.

Periodic Review of Insurance - In the interest of maintaining the same levels and scope of coverage that will exist as of the Commencement Date, the amounts and types of coverage required to be maintained by Lessee shall be subject to review by Sirti at the end of each one (1) year period following the Commencement Date and shall be appropriately, increased or extended to maintain comparable amounts and types of coverage, including adjustments to reflect inflation in property values and awards for personal injury or wrongful death.

### **Access**

22. Lessees entering the building after normal working hours are required to enter through the Marlok security doors on the 1<sup>st</sup> and 2<sup>nd</sup> floor entrance. Currently, normal working hours are Monday to Thursday, 7:00 a.m. to 10:00 p.m. and Friday, 7:00 a.m. to 5:00 p.m.

### **Signs and Advertising**

23. No signs or advertising are allowed on the premises unless specifically pre-approved in writing by Sirti.

### **Changing of Locks**

24. Lessee shall not change or modify locks.

**Liens or Encumbrances**

25. Lessee shall operate in a legal and ethical manner keeping the premises clear of any liens or encumbrances as a result of Lessee business activities.

**IT Services**

26. Sirti shall be the sole provider for Sirti lessee internet and phone services.

**Security**

27. Sirti is not responsible for the security of the premises.

**Captions**

28. The captions and paragraph headings herein are inserted for convenience purposes only and shall not be deemed to limit or expand the meaning of any paragraph.

**Notices**

29. Wherever in this Agreement written notices are to be given or made, they will be sent to the address listed below unless a different address shall be designated in writing and delivered to the other Party:

Sirti	Sirti
	665 North Riverpoint Blvd.
	Spokane, WA 99202-1665
Attention:	Facilities Manager
Lessee	Mead School District
	2323 East Farwell RD, Mead WA
	99021
	Mead, WA 99201
Attention:	Tom Rockefeller

**Alterations**

30. No alterations may be made to the premises without first obtaining the written consent of Sirti. If the consent of Sirti is obtained, the Lessee shall, if required by state law, pay prevailing rate of wage to all workers, laborers, or mechanics employed to perform such work as well as comply with the rules and regulations of the Department of Labor and Industries.

Lessee agrees in performing the above work to comply with all applicable local, state, and federal regulations including, but not limited to, obtaining appropriate permits and inspections.

### Additional Lease Provisions

31. It is understood and agreed that the Lessee accepts the premises in their present condition. This acceptance includes knowledge that while the premises, when constructed, met the requirements set forth in the Americans with Disabilities Act (ADA), it may not meet current requirements. The Lessee agrees to hold Sirti harmless from any liability or claims due to noncompliance with the ADA. The Lessee also agrees to conduct a self-evaluation of the premises and develop a plan for meeting ADA requirements for the Lessee's employees and others associated with the Lessee as required by the ADA. Any costs required bringing the portion of the premises affecting the Lessee or its employees into compliance will be the sole responsibility of the Lessee, unless a prior written agreement has been made with Sirti.

### Agreement Schedules

32. This Lease Agreement is a contract and consists of:

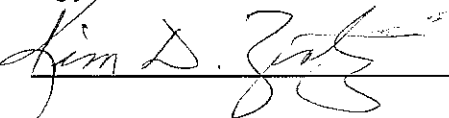
- Lease Agreement No. 76682
- Schedule A, "Office Space, IT and Other Services Rates";
- Schedule A-1 "Sirti Local Area Network, Internet, and Email Use Policy for Staff, Incubator Clients, and Interns"
- Schedule B-1 "Campus Client Exit Checklist"
- Schedule C "Special Use Regulations for Sirti Laboratory";
- Schedule C-1 "Hazardous Waste Identification and Responsibility";
- Schedule D "Safety and Security Checklist for Sirti Laboratory."

### Modification

33. This Lease Agreement may be amended in writing with the agreement of the Parties.

This Lease Agreement is executed by the persons signing below who warrant that they have the authority to execute the Agreement.

Spokane Intercollegiate Research and  
Technology Institute

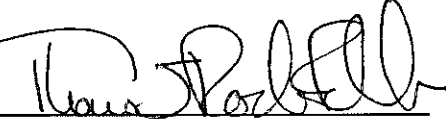
By: 

Print: Kim Zentz

Title: Executive Director

Date: 6/16/11

Mead School District

By: 

Print: Tom Rockefeller

Title: Superintendent, Mead  
School District

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

EIN: \_\_\_\_\_



# Riverpoint Academy - Mead School District

## Sirti 665 Building - SCHEDULE A

Office Space, Equipment Rental, IT and Other Service Rates

Revised July 15, 2011

Contract #76682 RECEIVED

JUL 20 2011

sirti FINANCE

OFFICE SPACE	MONTHLY FEE	COST UNIT	QUANTITY	MONTHLY TOTAL
Room 128	\$ 0.855	per square ft.	2124	\$ 1,815.98
Room 202 (Rent @ \$1,246.46/mo. - 09/11-06/12)	\$ 1.378	per square ft.	1719	\$ 2,368.26

Standard IT Services & Phone Equipment Rates	MONTHLY FEE	INSTALL/SETUP FEE (1)	COST UNIT	QUANTITY	MONTHLY TOTAL	INSTALL TOTAL
Phone - Cisco handset	\$ 10.00	\$ -	per Handset	0	\$ -	\$ -
Phone - line & voicemail	\$ 20.00	\$ 50.00	per Line	0	\$ -	\$ -
Addition lines on phones	\$ 20.00	\$ 25.00	per Line	0	\$ -	\$ -
Fax Line [Enter Fax #]	\$ 35.00	\$ 50.00	per Line	0	\$ -	\$ -
Automated Call Handler	\$ 25.00	\$ 50.00	per Setup	0	\$ -	\$ -
High Speed Internet Access (2)	\$ 150.00	\$ 50.00	38 Wireless	1	\$ 130.00	\$ -
LAN only port (Network Printer, Fax)	\$ 5.00	Waived	per Port	3	\$ 15.00	\$ -
Other IT Services					\$ -	

(1) Install / setup fees apply to original installation or setup as well as any subsequent moves/changes.

(2) This feature is a shared bandwidth option burstable to 100 mb upload & download and assumes reasonable "average" bandwidth usage. A device qualifies as internet enabled if it traverses the internet.

Domestic long-distance is billed at 5 cents a minute. International calls are billed per actual charges.

Copy machine charges are 6 cents per black and white page, 20 cents per color page.

Basic IT support is included in the above. Volume adjusted rates for more than 3 devices are available for High Speed Internet Access. Additional IT services (technical, application, network) are also available for purchase. Contact our IT Manager at 358-2022 for assistance.

Monthly Rent	\$ 4,184.24
Monthly Fee (Equipment)	\$ -
Leasehold Excise Tax [12.84%] **Exempt	\$ -
Monthly Fee (IT and Other Services)	\$ 145.00
<b>Total Monthly Recurring Charges</b>	<b>\$ 4,329.24</b>
Install / Setup Fees	\$ -
Security Deposit Transferred	\$ -
Last Month Rent Transferred (Does not include last month leasehold excise tax)	\$ -
<b>Total Monthly Recurring Charges</b>	<b>\$ 4,329.24</b>

Tom Rockefeller, Superintendant, Mead School Dist.

Sirti - Kim Zentz - Executive Director

6.19.11

Date

7/21/11

Date



# Riverpoint Academy - Mead School District

Contract #76682

## Sirti 665 Building - SCHEDULE A

Office Space, Equipment Rental, IT and Other Service Rates

OFFICE SPACE	MONTHLY FEE	COST UNIT	QUANTITY	MONTHLY TOTAL
Room 128	\$ 0.855	per square ft.	2124	\$ 1,815.98
Room 202 (Rent @ \$1,246.46/mo. - 09/11-06/12)	\$ 1.378	per square ft.	1719	\$ 2,368.26

Standard IT Services & Phone Equipment Rates	MONTHLY FEE	INSTALL/SETUP FEE (1)	COST UNIT	QUANTITY	MONTHLY TOTAL	INSTALL TOTAL
Phone - Cisco handset	\$ 10.00	\$ -	per Handset	3	\$ 30.00	\$ -
Phone - line & voicemail	\$ 20.00	\$ 50.00	per Line	3	\$ 60.00	\$ 50.00
Addition lines on phones	\$ 20.00	\$ 25.00	per Line	0	\$ -	\$ -
Fax Line [Enter Fax #]	\$ 35.00	\$ 50.00	per Line	0	\$ -	\$ -
Automated Call Handler	\$ 25.00	\$ 50.00	per Setup	0	\$ -	\$ -
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Basic IT support is included in the above. Volume adjusted rates for more than 3 devices are available for High Speed Internet Access. Additional IT services (technical, application, network) are also available for purchase. Contact our IT Manager at 358-2022 for assistance.

Monthly Rent	\$ 4,184.24
Monthly Fee (Equipment)	\$ 30.00
Leasehold Excise Tax [12.84%] **Exempt	\$ -
Monthly Fee (IT and Other Services)	\$ 205.00
<b>Total Monthly Recurring Charges</b>	<b>\$ 4,419.24</b>
Install / Setup Fees	\$ 100.00
Security Deposit Transferred	\$ 1,000.00
Last Month Rent Transferred (Does not include last month leasehold excise tax)	\$ -
<b>Total Due</b>	<b>\$ 5,519.24</b>

Tom Rockefeller, Superintendant, Mead School Dist.

Date

6.15.11

Sirti - Kim Zentz - Executive Director

Date

6/16/11



## Schedule A-1

### **Sirti Local Area Network, Internet, and Email Use Policy For Staff, Incubator Clients and Interns**

*Violations of this policy should be reported to [abuse@sirti.org](mailto:abuse@sirti.org)*

#### **Summary:**

Sirti respects freedom of speech and does not restrict the contents of electronic data, mail, or viewed web pages, beyond restrictions inherent in the law. The policy includes permissible uses of Sirti electronic mail and outlines specific restrictions on the use of all Sirti electronic resources, including web pages, networks, and electronic mail. Sirti respects the privacy of users and does not routinely inspect or monitor use of computing and networking resources, however, this policy describes situations which may result in Sirti accessing electronic mail or files. Sirti-imposed sanctions for inappropriate use of Sirti electronic resources are also included.

#### **General Policy Statement:**

In support of research, public service, and administrative functions, Sirti encourages the use of, and provides access to, information technologies and network resources. This enables Sirti users access to global information resources, as well as the ability to communicate with other users worldwide. In keeping with its role and values, Sirti supports the use of electronic communication for the conduct of official Sirti business and for individual professional purposes related to an official Sirti purpose.

This Appropriate Use Policy governs the use of Sirti computing resources, information technologies, and networks. This includes, but is not limited to, computers, computing staff, hardware, software, networks, computing laboratories, databases, files, information, software licenses, computing-related contracts, network bandwidth, usernames, passwords, documentation, disks, CD-ROMs, DVDs, magnetic tapes, and electronic mail.

Users of Sirti's computing resources, information technologies, and networks are responsible for using those resources in accordance with the law and with Sirti policy. Use of Sirti computing, information technologies and networking resources is a privilege that depends upon appropriate use of those resources. Individuals who violate the law or Sirti policy regarding the use of computing resources, information technologies, and networks are subject to loss of access to those resources as well as to Sirti disciplinary and/or legal action.

#### **Freedom of Expression:**

Sirti respects the First Amendment rights of freedom of speech. Therefore, Sirti does not restrict the contents of electronic resources of staff and clients beyond the restrictions inherent in complying with the law.

#### **Applicability:**

This policy applies to all Sirti employees, interns, Sirti incubator clients, and day-use clients who use computing resources, information technologies, and networks owned or managed by Sirti. All such individuals, by virtue of their use of Sirti computer resources, information technologies, and networks, accept the responsibility for using these resources only for appropriate Sirti activities. Computer network users are responsible for reading, understanding, and behaving in a manner consistent with this policy.

#### **Appropriate Use:**

Sirti's computer resources, information technologies, and networks may be used for legitimate Sirti mission-related, incubator client business development, and client day-use purposes only.

Thus, appropriate use of Sirti's computer resources, information technologies, and networks includes:

Interns: All appropriate use by interns related to completion of Sirti project assignments at Sirti; and

Employees: All appropriate use by staff directly related to execution of Sirti's mission on behalf of Sirti or within the scope of Sirti employment. Student interns while working in their Sirti employment capacities will be governed by policies for employees.

Incubator and Day-Use Clients: All appropriate use by Sirti incubator clients directly related to the execution of business development.

**Inappropriate Use:**

Sirti computer resources, information technologies, and networks shall not be used for:

- \* Supporting, establishing, or conducting any private business operation or commercial activity outside of the advancement of Sirti's mission and in business development of Sirti incubator and day-use clients;
- \* Conducting personal activities unrelated to any Sirti or student educational purpose unless otherwise allowed by this policy;
- \* Attempting to gain unauthorized access to any portion of the system or using Sirti computer resources, information technologies, and networks as a staging area to attempt to gain unauthorized access to any other system or account;
- \* Violating Sirti's policy of prohibiting discrimination against individuals on the basis of race, sex (including sexual harassment), religion, age, color, creed, national or ethnic origin, physical, mental, or sensory disability, marital status, sexual orientation, and status as a Vietnam-era or disabled Veteran;
- \* Intentionally disseminating, accessing, or providing a hyperlink to obscene or pornographic material, as that term is defined by the law, unless such activities are directly related to an employee's legitimate research or scholarship purpose or to a student's completion of an academic requirement;
- \* Sending unsolicited electronic mail (e.g., "spam") in violation of Washington law or in quantities that interfere with Sirti's or another's server. Senders who anticipate sending large numbers of unsolicited electronic mail messages at one time are responsible for consulting with the appropriate server administrator prior to determine whether or not the sending of the mail is likely to cause a malfunction in a server;
- \* Engaging in political activities that violate state law (state law prohibits the use of state facilities or public resources for the purposes of assisting in an election campaign or for the promotion or opposition to a ballot proposition);
- \* Destroying, altering, compromising the integrity or security, or making inaccessible Sirti computer resources, information technologies, and networks when such uses are not authorized;
- \* Utilizing Sirti resources with the purpose of intentionally interfering with others' use of computing resources, information technologies, or network resources or conduct of Sirti business;



- \* Compromising the privacy of users of the computer resources, information technologies, and networks;
- \* Violating copyright law (thus, information technology and network users who do not hold the copyright on a work must have permission to publish information, graphics, cartoons, photographs, or other material, or the publication must be otherwise permitted under copyright law);
- \* Violating trademark law;
- \* Violating any federal, state, or local law;
- \* Copying of software in violation of a license or when copying is not authorized; or
- \* Violating Sirti policy. Expressing opposition to any Sirti policy using computer resources, information technologies, and networks is not a violation of Sirti policy.

**Additional Policies Applying to Sirti Employees:**

Computer resources, use of information technologies, and networks by Sirti employees are governed by Washington State's Ethics in Public Service Law (Ethics Law), RCW 42.52. Students, while working in an employment capacity for Sirti, are also governed by the Ethics Law. Sirti employees must comply with the Ethics Law and with any rules adopted by the Executive Ethics Board. Computer resources, use of information technologies, and networks by Sirti employees are subject to the Executive Ethics Board's rule on Use of State Resources, WAC 292-110-010.

Employees shall use Sirti's information technologies and networks primarily for the purpose of conducting Sirti business. Employees may use Sirti's information technologies and networks to conduct other business within the scope of their employment, such as communicating with members of professional organizations about their area of expertise, or visiting Web pages of such professional organizations.

Employees may use Sirti's electronic mail system to send personal messages, provided that such messages are insignificant in cost and resource usage, and provided that all such messages comply with the statements in this policy. Examples of permissible uses of Sirti electronic mail include:

- \* Communication for those who are hearing impaired (rather than using the telephone);
- \* Notices of social and public service events, (e.g., blood drives, shared leave requests, etc.);
- \* Notices of gatherings (e.g., lunches, birthdays, receptions);
- \* Agency-wide or unit-wide notifications that are used for communicating good will among employees (e.g., holiday greetings, congratulatory messages, etc.);
- \* Communications for purposes related to employee benefits when Sirti has determined that such communications will contribute to staff efficiency;
- \* Personal electronic mail messages to friends or family, provided that such messages:
  - \* not interfere with the performance of job duties;
  - \* do not result in an additional cost to Sirti;

- \* are brief in duration and do not disrupt or distract from the conduct of state business due to volume or frequency; and
- \* do not compromise the security or integrity of state information or software.

While employees may send electronic mail messages that comply with the above, employees may not make personal use or use not associated with official duties of state computers or other equipment to access computer networks or other databases, including electronic mail networks, list serves, or databases.

**Privacy:**

Sirti respects the privacy of users and does not routinely inspect or monitor use of computing and networking resources. However, Sirti does not guarantee the security and privacy of any user's electronic mail and/or electronic files. Electronic mail can easily be misdirected or forwarded to others. For these reasons, it is not advisable to send information in electronic mail that you would not want to be distributed to others.

Sirti may access such electronic mail or files in a number of situations:

**\* Requests for Public Disclosure.** All electronic records and all electronic mail messages are potentially public records subject to disclosure.

\* The state's Public Records Act (RCW 42.17) requires that electronic mail or files containing information relating to the conduct of Sirti business is made available for public inspection and copying. If Sirti receives a request for public disclosure of electronic mail or other electronic files, Sirti staff will access electronic mail and files to determine whether such material must be disclosed under the law. If Sirti's public records officer determines that electronic mail and/or files are public records, such records will be provided to the individual who makes the public records request.

**\* Retention of Electronic Mail.** Electronic mail is backed up and retained in accordance with record retention requirements of state law and Sirti policy. See RCW 42.17, SIRTl BPPM 90.01. Additionally, users are advised that electronic messages and other files are not removed from their hard drives when erased by the individual. Material that continues to exist on a hard drive, or on another's computer, also may be subject to disclosure.

**\* Access During Routine System Maintenance.** Responsible system maintenance may require that files are backed up, data cached, activity logs kept, and overall system activity monitored. In the process of these activities, Sirti staff may see an individual user's electronic mail and files.

**\* Access for Sirti Business.** Sirti employees may access all electronic mail or files on another employee's computer with that employee's permission, or with a supervisor's approval, when that employee is unavailable and access is for a legitimate business purpose. However, in the interest of faculty collegiality, Sirti or the authorized employee seeking access to the electronic files shall reasonably attempt to inform or seek approval of the faculty member whose files are being accessed for business purposes. A supervisor may access electronic mail or files within his or her unit for legitimate business purposes without seeking approval. Supervisors who access electronic files or give permission to access individual files shall do so in a manner that is consistent with any research and/or confidentiality agreements which may apply to those files. In the interest of faculty collegiality, individual units are encouraged to develop unit protocols for sharing access to electronic files and mail. Individual units may develop unit protocols for sharing of and access to electronic mail and files. Any access by a supervisor or co-worker for a legitimate business purpose shall be limited to that purpose.

**\* Access in Investigation of Misconduct.** A supervisor may only access electronic files to investigate an employee's misconduct when the access is consistent with all legal requirements, including reasonableness under the circumstances. Such access may only be done with the approval of the appropriate management and in a manner consistent with other provisions of this policy. This provision applies to monitoring of employee accounts when the monitoring is done because of suspected illegal activity or policy violations.

**\* Monitoring of Accounts.** An account may be inspected or monitored when:

- \* activity from an account prevents access to computing or networking resources by others;
- \* general usage patterns indicate that an account is responsible for illegal activity;
- \* there are reports of violations of policy or law;
- \* it is necessary, in the judgment of SIRTl administration, to do so to protect SIRTl from liability;
- \* Sirti receives a public records request or a valid subpoena; or
- \* it is required by, and consistent with, any other law.

**User's Responsibility for Maintaining Privacy:**

System users are responsible for maintaining appropriate access restrictions for their files, as well as protecting their passwords. An employee or student who knowingly allows another person to use his or her username or password may be found responsible for any inappropriate use on the part of that person.

**Sanctions:**

Evidence of illegal activities or policy violations will be turned over to the appropriate authorities as soon as possible after detection. Sirti-imposed sanctions for inappropriate use of Sirti computer resources, information technologies, and networks will depend upon the nature of the abuse in question. Inappropriate use includes failure by supervisors or co-workers to adhere to provisions governing access to others' electronic files in this policy. Such sanctions may include restrictions on access, suspension of the individual's user account, or revocation of the individual's user account. Sirti-imposed sanctions may also include disciplinary measures, including expulsion from Sirti and/or termination of employment. Any such disciplinary action will be taken in accordance with the applicable provisions of the Faculty Manual, the student code or personnel policy, including any collective bargaining agreement.

Name: \_\_\_\_\_  
Date of Departure: \_\_\_\_/\_\_\_\_/\_\_\_\_

Lease No. \_\_\_\_\_ [ ] STC Sublease [ ] 665 Lease

- 1 Make sure 30 day written notice in file.
- 2 Verify Security Deposit paid on move in.
- 3 Verify the amount of the last month's rent paid on initial lease.
- 4 Deduct damages from possible refund.
- 5 Inspect unit after departure to insure no repairs are required.
- 6 Verify that all rents and other fees are paid. (Copies, Long distance, I/T)
- 7 Thanks for being a client letter with reminders of necessary thing to do.
- 8 Issue final invoice (Telephone & copies).
- 9 Discuss portability of telephone numbers (I/T).
- 10 Coordinate return of Sirti phones and other equipment.
- 11 Clear mail box
- 12 Check that all keys and parking passes are returned.
- 13 Obtain new address and phone for departing tenant.
- 14 Get Fed ID# or SS# - required for refund check.
- 15 Possible Press Release
- 16 Directories/Signage needs to be removed.
- 17 Issue refund check order to WSU after all payments received and exit checklist completed.
- 18 CAM charges are estimated and do not clear until March of the succeeding year.

[illegible]



## **Schedule C**

### **Special Use Regulations for Sirti Laboratories**

#### **SECTION A: Purpose of Activity**

Projects must comply with Sirti's mission/goals for this laboratory.

#### **SECTION B: Equipment and Supplies**

A complete inventory of all equipment and supplies is held by Sirti. Company principals must inspect the laboratory and its equipment upon move in and indicate which items are present. Upon lease termination laboratory equipment inventory must again be inspected by the company principals and Sirti to indicate the disposition of all equipment belonging to the lab.

#### **SECTION C: Building Access**

Sirti will issue all appropriate building keys to project participants on the written.

#### **SECTION D: Special Considerations**

Do not move equipment without permission of Sirti. Keep the laboratory locked at all times when not occupied. Return facility to its original status upon leaving each day by completing the following: Dispose of garbage, put away all hazardous materials and turn off equipment not needed until the next day, including computers. Report any problems to Sirti immediately (i.e. bulb burnout, equipment problems).

#### **SECTION E: Multiple Tenants**

"RESERVED"

#### **SECTION F: Human Subjects**

Laboratories may not be used for research that uses uninformed or non-voluntary humans as experimental subjects. The Lessee is responsible for the protection of the rights and welfare of any human subjects involved in research, development, and related activities conducted in this facility. The Lessee agrees to comply, as appropriate, with the following directive and regulations:

1. DoD Directive 3216.2, DoD Directive 3216.2, "Protection of Human Subjects in DoD Supported Research," 7 January 1983;
2. DHHS Regulations, "Protection of Human Subjects" (45 Code of Federal Regulations, Part 46) of 26 January 1981, as amended; and,
3. FDA Regulations (21 Code of Federal Regulations, subchapters A, D, and H).

#### **SECTION G: Animal Welfare**

Any Lessee performing research on warm blooded vertebrate animals shall comply with the Laboratory Animal Welfare Act of 1966, as amended, (7U.S.C. 2131 et seq.), and the regulations promulgated there under by the Secretary of Agriculture (9CFR, Subchapter A, Parts 1 through 4) pertaining to the care, handling, and treatment of vertebrate animals held or used for research, teaching, or other activities supported by Federal awards. In addition, the

Lessee shall comply with the provisions of DoD Directive 3216.1 and clause 52.235-7003 of the DoD Federal Acquisition Regulation Supplement.

The Lessee is also expected to ensure that the guidelines described in DHHS Publication No. (NIH) 85-23, "Guide for the Care and Use of Laboratory Animals," are followed and to comply with the U.S. Government Principles for the Utilization and Care of Vertebrate Animals Used in Testing, Research, and Training," included as an Appendix to the NIH Guide.

**SECTION H: Research Involving Recombinant DNA Molecules**

Any Lessee performing research involving recombinant DNA molecules and/or organism and viruses containing recombinant DNA molecules agrees, by acceptance of this award, to comply with the National Institutes of Health "Guidelines for Research Involving Recombinant DNA Molecules," Nov 1984 (49CFR 46266-46291), or such later revision of those guidelines as may be published in the Federal Register.



## Schedule C-1

### Hazardous Waste Identification and Responsibility

#### Purpose

By following the methods outlined in this section, laboratory and departmental personnel can determine if waste or surplus chemicals meet the definition of regulated waste. All chemicals found to be regulated must be managed through Sirti approved waste management vendors at the cost of Sirti tenant companies.

After identifying chemicals, personnel may enter all applicable waste designation codes on waste management vendor form and a copy forwarded to Sirti for facility recordkeeping (WAC 173-303-380).

Assistance: If the responsible person requires assistance with identifying or designating wastes, he or she may visit the Washington Department of Environmental Health & Safety.

#### Summary

**Responsible Individual:** The individual in charge of the laboratory or workplace where waste or surplus chemicals are generated is responsible for determining whether chemicals are regulated dangerous wastes or not.

**Scientific Name:** To identify a waste chemical, determine the scientific name of the substance (or scientific names if a mixture). If the scientific name is not on the label of the waste container, refer to the Material Safety Data Sheet (MSDS). Scientific names of chemicals are required to be present on a MSDS which identifies a trade-name chemical.

**Lists, Characteristics, Criteria:** To designate a waste as a regulated waste, determine whether the waste:

1. Is present on one of the lists of hazardous or dangerous chemicals,
2. Has the characteristics of a hazardous waste
3. Meets certain criteria which make the substance a hazardous waste. First check the lists, then review the characteristic and criteria parameters.

**Lists:** Compare the chemical name(s) with the lists. If the chemical name appears on a list it is a regulated waste. If the chemical name does not appear on any of the lists, the substance may still be a regulated waste.

**Characteristics:** A substance must be managed as a dangerous waste if it shows characteristics of ignitability, corrosivity, reactivity, toxicity, or if the substance is an oxidizer as described in the dangerous waste regulations. If the chemical name does not appear on any of the list or if the chemical does not have waste characteristics, the substance may still be a dangerous waste.

**Criteria:** If the substance meets state criteria for toxicity or persistence the substance must be managed as a dangerous waste.

**Not Dangerous Waste:** If the waste does not meet any of the state criteria or federal characteristics, and is not present on a waste list, it is not a regulated waste and may be discarded using other waste disposal options.

## **Definitions**

**Acutely Hazardous Waste:** Some Extremely Hazardous Waste (EHW) is considered to be "acutely hazardous waste" by both state and federal agencies. Acutely hazardous waste can be accumulated in a waste generation area only in quantities up to one quart before it must be removed, within three days, to a 90-day accumulation area.

**Hazardous Waste:** A general term applied to any chemical waste. Note: Federal regulations define hazardous waste as chemical waste only; radioactive and biological wastes are not specified in the federal regulations.

**Waste Generation Area:** A waste generation area is a room, a portion of a room, a group of interconnected rooms, or an outdoor site where regulated dangerous wastes are created.

## **EPA Lists and Characteristics - Waste Lists**

1. Acutely Hazardous Wastes (P codes)
2. Dangerous Wastes (U codes)
3. Dangerous Waste Sources (F and K codes)
4. Toxicity Characteristics (D codes)

Note: F-listed wastes are common at WSU but K-listed wastes are rarely generated by University activities.

## **Waste Characteristics**

For chemicals which are not on these lists, EPA has definitions of "characteristics" of non listed hazardous wastes. If a surplus or waste chemical meets those characteristics, it must be managed as a hazardous chemical waste. These characteristics are identified by the terms ignitability, corrosivity, reactivity, and toxicity.

Ignitability (D001): If the waste chemical meets the ignitability characteristic as indicated below it is a dangerous waste and carries the D001 waste code. The following definition is from WAC 173-303-090(5).

Note: "Ignitable" substances include flammable liquids, flammable solids, flammable gases, and oxidizers.

1. Flammable liquid is defined as a non-aqueous solution which has a flash point of less than 60 degrees C. (140 degrees F.) as measured by a Pensky-Martens Closed Cup Flash Tester utilizing a specific method.
2. Flammable solid is defined as any material which is not a liquid at standard temperature and pressure, and which may ignite as a result of friction or the absorption of moisture, or which may ignite spontaneously.
3. Flammable gas is defined according to 49 CFR 173.300, as "a compressed gas" in which "any one of the following occurs":
  - 3.1. Either a mixture of 13% or less (by volume) with air forms a flammable mixture or the flammable range with air is wider than 12% regardless of the lower explosive limit (tested using a specified method).
  - 3.2. When igniting the gas at the valve, the flame projects more than 18 inches beyond the ignition source with the valve opened fully, or, the flame flashes back and burns at the valve with any degree of valve opening (tested using a specified method).
  - 3.3. There is any significant propagation of flame away from the ignition source (tested using a specified method).
  - 3.4. There is any explosion of the vapor-air mixture in a drum (tested using a specified method).



- 3.5. Oxidizer is defined as "a substance such as a chlorate, permanganate, inorganic peroxide, or a nitrate, that yields oxygen readily to stimulate the combustion of organic matter." Oxidizer is also defined as "an organic compound containing the bivalent-O-O- structure and which may be considered a derivative of hydrogen peroxide where one or more of the hydrogen atoms have been replaced by organic radicals", unless the material is classified as an explosive, forbidden for transportation, or it is determined that the predominant hazard of the material containing the organic peroxide is other than that of an organic peroxide.

Corrosivity (D002): If the chemical meets the corrosivity characteristic as indicated below it is a dangerous waste and carries the D002 waste code. The following definition is from WAC 173-303-090(6).

Corrosive is defined as:

1. An aqueous solution which exhibits the characteristic of pH less than or equal to 2 or greater than or equal to 12.5.
  2. Any material which corrodes steel (SAE 1020) at a rate of 0.250 inches per year at 55°C.(130°F.).
  3. Any solid or semi-solid material which, when tested using a specified procedure exhibits a pH less than or equal to 2 or greater than or equal to 12.5.\*
- \*Any waste that exhibits the characteristic of corrosivity due only to #3 above will be designated DW and assigned the waste number WSC2.

Reactivity (D003): If the waste meets the reactivity characteristic as indicated below it is a dangerous waste and carries the D003 waste code. The following definition is from WAC 173-303-090(7).

**A reactive:**

1. Reacts violently upon contact with water, or produces toxic or explosive gases upon contact with water, or
2. Is cyanide or sulfide bearing and when exposed to solution of pH less than 2 or greater than 12.5 produces toxic vapors, or
3. Is capable of detonation or explosion, or
4. Is classified as a Forbidden Material (49 CFR 173.51), Class A Explosive (49 CFR 173.53), or Class B Explosive (49 CFR 173.88) by the U.S. Department of Transportation.

Toxicity Characteristics (D004-D043):The toxicity characteristics waste list is used to control wastes with toxic characteristics. Chemicals on this list have "D" prefixes. (WAC 173-303-090(8)(c)) If a waste or any constituent of a waste mixture is on the Toxicity Characteristic list, it carries the applicable D code.

**Washington State Waste Criteria**

Washington rules are more restrictive than the federal rules governing waste management. Therefore, certain kinds of waste are regulated at the state level but not at the federal level. The state of Washington adopted EPA's categories and added another set of waste definitions called criteria wastes. Criteria wastes are also identified by four digit codes, but these codes begin with the letter "W." A second letter is added to describe the particular "criteria", and two numbers following the two letters describe specific types of "criteria."

**The state of Washington defines two "criteria" waste types:**

1. Toxicity, with waste codes WT01 and WT02,
2. Environmental persistence, with waste codes WP01, WP02, and WP03

**Waste Criteria**

If the chemical meets criteria as described below, it must be managed as a dangerous waste.  
(WAC 173-303-100,)

Note: There is a federal characteristic of toxicity which categorizes chemical wastes as dangerous waste. In addition, there is a state criteria of toxicity which categorizes chemical wastes as dangerous waste.

Toxicity (WT01, WT02): If the waste meets the toxicity criteria as indicated below it is a dangerous waste. Refer to the following table to determine whether the chemical meets toxicity criteria. These criteria are from WAC 173-303-100.

**Toxic Category Table**

Category	TLm 96 (Fish) or Aquatic LC 50 ppm	Oral (rat) LD 50 (mg/kg)	Inhalation (rat) LC 50 mg/L	Dermal (Rabbit) LD 50 (mg/kg)	Washington State Waste Code
X	< .01	< .5	< .02	< 2	WT01
A	.01 - .1	.5 - 5	.02 - .2	2 - 20	WT01
B	.1 - 1	5 - 50	.2 - 2	20 - 200	WT01
C	1 - 10	50 - 500	2 - 20	200 - 2000	WT01
D	10 - 100	500 - 5000	20 - 200	2000 - 20000	WT02

To determine if a mixture of chemicals is a waste based on toxicity, find the Toxic Category (X,A,B,C, or D) for each chemical in the mixture, and use their percent concentrations in this formula:

Equivalent Concentration (EC)=sum(X)% + sum(A)%/10 + sum(b)%/100 + sum(C)%/1000 + sum(D)%/10000, where sum(X, A, B, C, or D)% is the sum of all the concentration percentages for a particular toxic category.

For example, a waste contains: .01% Aldrin (category A), 1% Endrin (Category C), 5% benzene (category C), 10% phenol (category C), and 83.99% water (nontoxic).

**The EC would be:**

$$EC = .01\% + 0\%/10 + 1\%/100 + (5\% + 10\%)/1000 + 0\%/10000$$

$$EC = .01\% + 0\% + .01\% + .015\% + 0\% = .026$$

Equivalent Concentration equals .026%

The waste may then be designated based on the equivalent concentration.

If your EC is...	Then your waste's designation is...	State Waste Code
<.001%	Not a Dangerous Waste	None Apply
.001%<1.0%	DW	WT02
>1.0%	EHW	WT01

Persistence (WP01, WP02, WP03): If the waste meets the persistence criteria as indicated in the table below, it is a dangerous waste. Persistent wastes contain either halogenated organic compounds or polycyclic aromatic hydrocarbons (PAH, containing 2 or more fused benzene rings). The following table is from WAC 173-303-100.

**Persistent Waste Table**

If your waste contains...	At a concentration of...	Then your waste's designation is...	State Waste Code
Halogenated Organic Compounds (HOCs)	greater than 1.0%	EHW	WP01
Halogenated Organic Compounds (HOCs)	0.01 to 1.0%	DW	WP02
Polycyclic Aromatic Hydrocarbons	greater than 1.0%	EHW*	WP03

\* No DW concentration level for PAH

Polychlorinated Biphenyl (PCB) Waste (W001): The state of Washington regulates as dangerous waste any PCB-contaminated waste containing 2 parts per million (ppm) PCB or greater.



## Schedule D

### Safety and Security Checklist for Laboratory Use

In order to ensure the safety and health of people using the laboratories, Sirti needs to be aware of any additional safety or security requirements so that proper measures can be taken. Please review the checklist below and identify the environmental health, safety and/or security issues impacted by your work.

**For each item marked YES below, please provide a written safety procedure to Sirti.**

	NO	YES	WILL WORK INVOLVE:
1			Human subjects (see Schedule C)
2			Animal use (see Schedule C)
3			Hazardous waste (if marked yes, complete form Hazardous Waste Identification and Responsibility)
4			Compressed gases
5			Corrosive chemicals
6			Radionuclides, X-rays
7			Pathogenic organisms
8			Human or animal blood, cells, tissues, fluids
9			Recombinant DNA (see Schedule C)
10			Carcinogens, mutagens, teratogens
11			Volatile chemicals
12			Spill and waste disposal procedure
13			Special storage and handling
14			Recycling procedures
15			Protective apparatus
16			Health risks to workers
17			Safety warning signs
18			Extra security needs



## Schedule E

### Legal Description

All that portion of the hereinafter described Parcel "A" lying southeasterly of a line described as follows:

Beginning at Highway Engineer's Station (hereinafter referred to as HES) 23+56.93 on the SR 290 Line Survey of SR 290, Riverpoint Blvd. Vic. To Cincinnati St.; thence Northwest to a point opposite said HES and 50 feet Northwest therefrom, which point is on the Southeast boundary line of said Parcel "A"; thence Northeasterly to a point opposite HES 24+02.90 on said Line Survey and 70 feet Northwest therefrom; thence Northeasterly along the arc of a curve to the right (concave to the Southeast) having a radius 720 feet, a distance to 96.18 feet to the Easterly boundary line of said Parcel "A", and the end of this line description.

#### **PARCEL "A"**

Parcel C of "RIVERPOINT TWO" SHORT PLAT NO. CITY 88-12 as per plat thereof recorded in Volume 6 of Short Plats, Pages 12 and 13;

Situate in the City of Spokane, County of Spokane, State of Washington.

The lands herein described contain an area of 3,555 square feet, more or less, the specific details concerning all of which are to be found in that certain map of definite location now of record and on file in the office of the Secretary of Transportation at Olympia, and bearing date of approval November 3, 2000, revised December 8, 2000.

By this certification, I am aware of the requirements; am certifying that I or users of the laboratory facility will comply with the requirements; and that Sirti has the right to rely on my certification; I agree to have a copy of the safety procedures in the lab at all times; I agree to clean up and remove all materials listed above from the lab by the lease termination date.

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

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

*Kelly Jo Patterson* 6/14/11  
*Spokane, WA*

Sublease No. XXXXXXXX

Schedule E

