

VENDOR

PURCHASE ORDER

TEXAS A&M FOREST SERVICE PURCHASING DEPARTMENT

Order Date
08/08/2024

Page 01

200 Technology Way, Suite 1120, College Station, TX 77845-3424; Phone 979-458-7380, FAX 979-458-7386

| | |
|--------------------|--|
| Purchase Order No. | (Include this number on all correspondence and packages) |
| P400405 | |

VENDOR GUARANTEES
MERCHANDISE DELIVERED ON
THIS ORDER WILL MEET OR
EXCEED SPECIFICATIONS IN
THE BID INVITATION.

INVOICE TO:

TEXAS A&M FOREST SERVICE
FRD/SF--ASSOCIATE DIRECTOR
200 TECHNOLOGY WAY, SUITE 1281
COLLEGE STATION TX 77845-3424

| |
|---|
| VENDOR |
| 18000300600 SUSTAINABLE FORESTRY INITIATIVE INC 2121 K ST NW STE 750 WASHINGTON, DC 20037-1908 |

ALL TERMS AND
CONDITIONS SET
FORTH IN OUR BID
INVITATION BECOME
A PART OF THIS
ORDER.

SHIP TO:

TEXAS A&M FOREST SERVICE
FRD/SF--ASSOCIATE DIRECTOR
200 TECHNOLOGY WAY, SUITE 1281
COLLEGE STATION TX 77845-3424

ANY EXCEPTIONS TO PRICING OR DESCRIPTION CONTAINED HEREIN MUST BE APPROVED
BY THE TEXAS A&M FOREST SERVICE PURCHASING DEPARTMENT **BEFORE** TO SHIPPING.

PLEASE NOTE: IF YOUR INVOICE IS NOT ADDRESSED AS INSTRUCTED
PAYMENT WILL BE DELAYED.

| Item | Description | Quantity | UOM | Unit Price | Ext Price |
|------|--|----------|-----|------------|-----------|
| | USER REF: 000000-MT | | | | |
| 1 | Deliverables 1-3 - October 2024 Design of a 1-2 hour Forest Learning Online Course | 1 | JOB | 30,060.000 | 30,060.00 |
| 2 | Deliverables 4-7 - May 2025 Design of a 1-2 hour Forest Learning Online Course | 1 | JOB | 20,966.000 | 20,966.00 |
| | | | | TOTAL | 51,026.00 |
| | ***** NET 30 ***** | | | | |
| | NOTE TO VENDOR: "SHIP TO" AND "INVOICE TO" ADDRESSES MAY DIFFER. FAILURE TO SUBMIT INVOICE TO PROPER ADDRESS MAY RESULT IN DELAYED PAYMENT. | | | | |
| | EXEMPT PURCHASE - TEXAS A&M FOREST SERVICE PURCHASING PROCEDURES, SECTION 6 (EXEMPT PURCHASES). | | | | |
| | DIRECT PUBLICATONS PURCHASE NOT AVAILABLE FROM ANY OTHER SOURCE. | | | | |
| | EXEMPT PURCHASE OF FOREST LITERACY COURSE FOR TFS, DEVELOPED BY SAME COMPANY AS PROJECT LEARNING TREE, WHICH THIS COURSE WILL STEM OFF OF. TERMS AND CONDITIONS OF TFS CONTRACT# CO-24-195 HAVE BEEN AGREED TO BY BOTH PARTIES AND SHALL APPLY TO THIS PURCHASE (ATTACHED). | | | | |
| | VENDOR QUOTE: CO-24-195 VENDOR REF: ANA LERNER 202-765-3657 | | | | |

RTL

Texas A&M Forest Service cannot accept collect freight shipments.

FOB: NOT SPECIFIED

Terms:

FAILURE TO DELIVER - If the vendor fails to deliver these supplies by the promised delivery date or a reasonable time thereafter, without giving acceptable reasons for delay, or if supplies are rejected for failure to meet specifications, the State reserves the right to purchase specified supplies elsewhere, and charge the increase in price and cost of handling, if any, to the vendor. No substitutions nor cancellations permitted without prior approval of Purchasing Department.

IN ACCORDANCE WITH YOUR BID, SUPPLIES/EQUIPMENT MUST BE PLACED IN THE
DEPARTMENT RECEIVING ROOM BY

The State of Texas is exempt from all Federal Excise Taxes.

STATE AND CITY SALES TAX EXEMPTION CERTIFICATE: The undersigned claims an exemption from taxes under Texas Tax Code, Section 151.309 (4), for purchase of tangible personal property described in this numbered order, purchased from contractor and/or shipper listed above, as this property is being secured for the exclusive use of the State of Texas.

The Terms and Conditions of the State of Texas shall prevail.

THIS ORDER IS NOT VALID UNLESS SIGNED BY THE PURCHASING AGENT

PURCHASING AGENT FOR

TEXAS A&M FOREST SERVICE



Services Agreement

The Sustainable Forestry Initiative (SFI), is an independent, non-profit organization, with the mission to advance sustainability through forest-focused collaboration. Through its education initiative, Project Learning Tree (PLT), SFI advances environmental education, forest literacy, and career pathways, using trees and forests as windows on the world.

With a strong Conservation Education program, Texas A&M Forest Service strives to educate and inform on the benefits and conservation of trees and forests, as part of their leadership to assure trees, forests, and related natural resources are protected and sustained for the benefit of all.

For over 7 years, Texas A&M Forest Service has been an SFI strategic partner, by co-sponsoring Project Learning Tree in Texas. SFI looks forward to expanding our partnership and continuing to contribute to the advancement of forest literacy and stewardship, by supporting Texas A&M Forest Service in the development of a Forest Education Online Course.

This contract (the "Agreement") will confirm our understanding of the terms of the work to be performed by Sustainable Forestry Initiative, Inc. ("SFI"), located at 2121 K Street NW, Suite 750, Washington, DC 20037, for Texas A&M Forest Service, a member of The Texas A&M University System, located at 17360 Coit Road, Dallas, TX 75252. Note that references in this Agreement to "Your Organization" refer collectively to Texas A&M Forest Service, its officers, director, and employees. Your Organization and SFI are each a "party" and are collectively, the "parties." For good and valuable consideration, which both parties agree is sufficient, Your Organization and SFI each agree to the following:

1. Authorized Contacts

The following individuals are authorized for SFI and Your Organization.

Your Organization's authorized contact(s)

Jacey Tosh
State Conservation Education Coordinator
Office/Cell: 979-213-3472
jacey.tosh@tfs.tamu.edu

SFI authorized contact(s)

Healy Hamilton
Chief Scientist
Healy.hamilton@forsts.org

Ana Leirner
Sr. Director, Professional Learning and Education Products

Ana.Leirner@forests.org

2. Term | Period for Performance

| | |
|-----------------------------|--------------|
| Agreement Begin Date: | May 1, 2024 |
| Agreement Termination Date: | May 31, 2025 |

The latest date that either Your Organization or SFI signs this Agreement below will be the "Effective Date" of this Agreement for all purposes. SFI's performance of the services described below and/or in **Exhibit A, Scope-of-Work (the "Work")**, will begin on and terminate on the dates displayed above unless your Organization and SFI agree in a written amendment of this Agreement, signed by both parties, to extend the period for performance.

3. Relationship

Your Organization understands that nothing in this Agreement will create any association, partnership, joint venture, or agency relationship between it and SFI. Neither your Organization, nor anyone employed by it, has any right or authority to assume or to create any obligation or responsibility on behalf of SFI. Further, SFI has no right or authority to assume or to create any obligation or responsibility on behalf of your Organization. Your Organization and all persons employed by it are not and may not be deemed to be an agent, representative, or employee of SFI.

4. Representations and Warranties

SFI represents that the Services and deliverables and/or materials are SFI's original work and do not violate any proprietary or personal rights of others (*including any copyright, trademark, or privacy rights*), are factually accurate, and contain nothing libelous, defamatory, or otherwise unlawful.

Additionally, SFI represents and warrants to your Organization that: (a) SFI has the training, capability, experience, expertise, materials, tools & equipment, and licensing necessary to perform services described in this Agreement to a professional standard similar in scope, nature and complexity of what another organization of good standing would exercise, (b) SFI maintains the full power to execute, deliver and perform this Agreement, and to grant the rights granted in it, and (c) Your Organization will provide Work described in Schedule A by qualified personnel and SFI will perform the Work described in this Agreement promptly, diligently and continuously with an adequate number of qualified personnel to ensure completion by the scheduled completion date, unless changes are mutually agreed upon, and fully in compliance with all applicable federal, state, provincial, and local laws and regulations.

5. Reporting

SFI will report in writing to your Organization's Contact at the frequency and detail referenced in **Exhibit A**, in order to keep your Organization apprised of its activities under this Agreement.

6. Project Fees and Expenses

SFI will submit invoices on October 2024 and May 2025 as the Work is performed and per the Payment Schedule outlined in **Exhibit A**. Payments are due within thirty (30) days from receipt of a fully completed invoice for Work performed by SFI.

7. Payment Terms and Conditions

Payment of all undisputed amounts will be made within thirty (30) days after your Organization's receipt of an invoice subject to the terms and conditions of this Agreement. SFI will provide the following:

- (1) A signed copy of this Agreement
- (2) A completed SFI Travel & Expense Report, or other itemized report of expenditures for each pre-approved travel or out-of-pocket expense (if applicable), accompanied by original receipts for all items over \$25.00 each. Reimbursable expenses consist of activities/items generally deemed ordinary and necessary to complete the Work (e.g., transportation, hotels, meals, and any other travel costs consistent with IRS Topic No. 511 Business Travel Expenses). Furthermore, all travel expenses are expected to be the lowest available that reasonably meets business travel needs/accommodations, unless advanced approval in writing is provided by your Organization.

8. Termination for Default

Either party may terminate the whole or any part of this Agreement upon written notice in the event of either of the following, which either is incapable of cure or is not cured within fifteen (15) days of receipt of written notice by the non-defaulting party: (a) a party breaches any of its obligations, representations, and/or warranties under this Agreement, or (b) suspension of a party's business, insolvency, institution of bankruptcy or liquidation proceedings by or against such party, appointment of a trustee or receiver for such party's property or business, or any assignment, reorganization or arrangement by your such

party for the benefit of creditors. Any outstanding fees or expenses incurred up to the date of default will be paid within thirty (30) days of the date of termination, provided the work has been satisfactorily been completed to a level readily recognized as industry standard.

9. Confidentiality and Nondisclosure

All of SFI's non-public, confidential or proprietary information ("Confidential Information"), including, but not limited to SFI's trade secrets and information relating to SFI's business affairs, finances, donors, employees, strategies, program plans, costs, and participant data that SFI discloses to you Organization, whether disclosed orally or disclosed or accessed in written, electronic or other form, and whether or not marked, designated or otherwise identified as "confidential," in connection with this Agreement is confidential. Your Organization may use Confidential Information only for purposes of performing your obligations under this Agreement. Your Organization may not disclose or copy Confidential Information unless authorized by SFI in writing. Upon SFI's request, your Organization must promptly return all documents and other materials received from SFI, including all Confidential Information. In addition to any other remedies available, SFI will be entitled to injunctive relief for any violation of this Section. This Section does not apply to information that is: (a) in the public domain; (b) known to your Organization at the time of disclosure; (c) rightfully obtained by your Organization on a non-confidential basis from a third party; or (d) independently developed.

10. Indemnification

Each Party shall only be responsible for its own negligent acts or omissions (and the results thereof) of its employees, officers, or directors to the extent liable under applicable law, in effect and as interpreted as of the date of this Agreement.

11. Ownership and Intellectual Property

All right, title and interest in and to any programs, data, intellectual property and materials furnished to your Organization by SFI are and will remain your Organization's property except for copyrighted materials identified during the project which will be licensed for use within this project to your Organization for 10 (ten) years after the completion of the project.

12. Assignment and Ownership

SFI will not assign this Agreement or any of your rights under this Agreement without your Organization's prior written consent. Your Organization further agrees that any change in your corporate or business ownership structure, whether by merger, amalgamation, take-over or otherwise, will not serve to cancel, modify, or in any way reduce your obligations under this Agreement. Furthermore, this Agreement will remain in full force and effect with respect to your Organization any successor entity.

13. Logo/Advertising/Publicity

SFI must approve all forms of advertising, publicity or other use by your Organization of Sustainable Forestry Initiative, Inc.'s and Project Learning Tree's logo, name, letterhead, or any items trademarked, copyrighted by or licensed to SFI. Your Organization must approve all forms of advertising, publicity or other use by SFI of your Organization's logo, name, letterhead, or any items trademarked, copyrighted by or licensed to your Organization. Your Organization agrees to recognize SFI's contribution to the project in all communications related to this project including but not limited to all forms of advertising and publicity (e.g. developed in partnership with Project Learning Tree, an initiative of the Sustainable Forestry Initiative).

14. Severability

The invalidity in whole or in part of any provision of this Agreement will not affect the validity of other provisions. To the extent any provision of this Agreement is, to any extent, deemed void, invalid,

unenforceable, or illegal for any reason, the remaining terms of this Agreement will be valid and enforceable to the fullest extent permitted by law.

15. Waivers

No waiver by your Organization or SFI of any provision hereof will be deemed a waiver of any other provision hereof or of any subsequent breach of the same or any other provision. Either party’s consent to, or approval of, any act will not negate the other party’s obligation to obtain consent to or approval of any subsequent act.

16. Amendments and Attachments

This Agreement may only be modified in writing, signed by the parties in interest at the time of such modification. All attachments to this Agreement are incorporated herein by reference and made a part of this Agreement.

17. Entire Agreement

Signature by an authorized party acknowledges that your Organization has read this Agreement, understands it, agrees to be bound by its terms, and agrees that it is the entire agreement between your Organization and SFI. The person signing this Agreement must be authorized to bind your Organization to the terms of this Agreement. Furthermore, you agree that this Agreement supersedes any prior agreements written or oral, relating to its subject matter.

18. Counterparts

This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same. A PDF signature of either party will constitute due execution of this Agreement by such party.

We look forward to working with your Organization on this project.

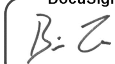
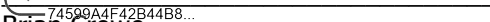
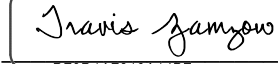

| | | |
|-----------|---|-----------|
| APPROVED: | DocuSigned by:  | 6/14/2024 |
| |  | Date |
| | Brian Crowe Chief Financial Officer Sustainable Forestry Initiative, Inc. | |
| ACCEPTED: | DocuSigned by:  | 6/18/2024 |
| |  | Date |
| | Travis Zamzow Associate Director for Finance and Administration Texas A&M Forest Service | |

Exhibit A

Scope of Work and Fees

Section 1: Scope of Work

The *Forest Learning Online Course*, part of Texas A&M Forest Service conservation education efforts across the South, will be designed for educators, landowners, and the general audience. It aims to increase the understanding of the importance of forests and sustainable forest management to social, economic, and environmental goals, and by doing so, advance environmental stewardship and expand the pool of young professionals interested in green careers in the forest and conservation sectors.

As part of this partnership, in 2024-25, will serve as a consultant to Texas A&M Forest Service in the design of a one- to two-hour *Forest Learning Online Course*, providing subject matter and learning design expertise. As part of this partnership, Texas A&M Forest Service would maintain full responsibility for the design, writing, development, and implementation of the *Forest Learning Online Course* and SFI would provide the following deliverables:

| Deliverables | Cost |
|---|----------|
| 1. Upon receiving documents from your Organization with takeaways and learning objectives, provide consultation with SFI's graduate-level learning designers and PhD-level subject matter experts to review the takeaways and learning objectives identified by Texas A&M Forest Service, commenting and identifying potential gaps in the takeaways and learning objectives. This review does not include writing new learning objectives/takeaways, or major rewriting/editing the learning objectives and takeaways. | \$30,060 |
| 2. Upon receiving final version of learning objectives from your Organization, identify existing PLT/SFI materials and resources that address the course learning objectives. Materials and resources include existing videos, one-pagers, case studies, research projects, and copyrighted PLT content from its activity guides, all post-2019. A document will be developed that ties the supporting materials and resources to each of the course learning objectives. If no materials and resources are identified for a specific learning objective, Texas A&M Forest Service may request that SFI look for pre-2019 resources that address these learning objectives. | |
| 3. SFI subject matter review of the "Course Draft #1: Content, Structure, and Resources" written by Texas A&M Forest Service. The review will be performed by SFI scientists and sustainable forestry experts. The subject-matter review will include actionable feedback in the form of written comments and recommendations for further consideration, to ensure content is scientifically accurate and inclusive of essential concepts. This review does not include major writing, rewriting, or copyediting of the written content provided by Texas A&M Forest Service. | |
| 4. Review of the course storyboard developed by Texas A&M Forest Service, by SFI online and adult education experts. The learning design review will include actionable feedback in the form of written comments and recommendations on content treatment to improve the learning experience and learning retention. This review does not include major writing or re-writing of course content or activities provided by Texas A&M Forest Service. | \$20,966 |

| | |
|---|--|
| 5. Consultation with SFI’s marketing and communications team on a communication strategy to promote the Forest Learning Online Course to SFI/PLT networks via newsletters, social media, and PLT Network Town Hall. | |
| 6. Upon receipt of final “Online Course: Draft #1”, perform subject matter and learning design review of “Online Course: Draft #1”, developed by Texas A&M Forest Service. The review will be performed by SFI scientists and sustainable forestry experts as well as SFI online and adult education experts. The review will include actionable feedback in the form of written comments and recommendations to ensure content is scientifically accurate and improve the learning experience and learning retention. This review does not include writing or re-writing of course content or activities provided by Texas A&M Forest Service. | |
| 7. SFI produces, implements, and delivers on the “Course Marketing and Promotional Strategy” designed in consultation with Texas A&M Forest Service staff (deliverable #5). | |

An estimated deliverable timeline was developed based on the project timeline shared by Texas A&M Forest Service in March 2024. SFI’s commitment to meeting the estimated deadlines depends on Texas A&M Forest Service initiating the process for each deliverable by providing the necessary documents and information at the beginning of each deliverable window.

Section 2: Fees and payment schedule

Texas A&M Forest Service will pay SFI a fixed fee of \$51,026.00 USD (excluding approved reimbursable expenses), for the services described above. SFI will submit two invoices following the delivery of the following services, according to the payment schedule below:

| Deliverables | Payment Schedule | Payment Amount |
|------------------|------------------|----------------|
| Deliverables 1-3 | October 2024 | \$30,060 |
| Deliverables 4-7 | May 2025 | \$20,966 |

VENDOR CONTRACT ADDENDUM

This addendum ("Addendum") amends and supplements the Services Agreement ("Agreement") between Texas A&M Forest Service, a member of The Texas A&M University System ("A&M System") and an agency of the State of Texas ("MEMBER"), and **Sustainable Forestry Initiative**, an independent, non-profit organization, with the mission to advance sustainability through forest-focused collaboration. ("PROVIDER"). All terms used herein and not otherwise defined shall have the same meaning as in the Agreement. MEMBER and PROVIDER may be individually referred to as "Party" or collectively referred to as "Parties." Both Parties agree that the Agreement is hereby amended and supplemented as follows:

1. This Addendum is incorporated into the Agreement and in the event of any conflict in the terms of the Agreement and the terms of this Addendum, the terms of this Addendum shall in all aspects govern and control.
2. The following language is added to the Agreement:

Prompt Pay. MEMBER's payment shall be made in accordance with Chapter 2251, Texas Government Code (the "Texas Prompt Payment Act"), which shall govern remittance of payment and remedies for late payment and non-payment.

State Auditor's Office. PROVIDER understands that acceptance of funds under this Agreement constitutes acceptance of the authority of the Texas State Auditor's Office, or any successor agency (collectively, "Auditor"), to conduct an audit or investigation in connection with those funds pursuant to Section 51.9335(c), Texas Education Code. PROVIDER agrees to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation, providing all records requested for a period of up to seven (7) years beyond the conclusion of the agreement. PROVIDER will include this provision in all contracts with permitted subcontractors.

Payment of Debt or Delinquency to the State. Pursuant to Sections 2107.008 and 2252.903, Texas Government Code, PROVIDER agrees that any payments owing to PROVIDER under this Agreement may be applied directly toward certain debts or delinquencies that PROVIDER owes the State of Texas or any agency of the State of Texas regardless of when they arise, until such debts or delinquencies are paid in full.

Loss of Funding. Performance by MEMBER under this Agreement may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (the "Legislature"). If the Legislature fails to appropriate or allot the necessary funds, MEMBER will issue written notice to

PROVIDER and MEMBER may terminate this Agreement without further duty or obligation hereunder. PROVIDER acknowledges that appropriation of funds is beyond the control of MEMBER. In the event of a termination or cancellation under this Section, MEMBER will not be liable to PROVIDER for any damages that are caused or associated with such termination or cancellation. In the event this Agreement is canceled and/or terminated by MEMBER, then within thirty (30) days after cancellation and/or termination, MEMBER will pay PROVIDER for all goods or services provided by the PROVIDER to MEMBER prior to cancellation and/or termination in accordance with the terms of the Texas Prompt Payment Act (Chapter 2251, Texas Government Code).

Public Information. PROVIDER acknowledges that MEMBER is obligated to strictly comply with the Public Information Act, Chapter 552, Texas Government Code, in responding to any request for public information pertaining to this Agreement, as well as any other disclosure of information required by applicable Texas law. Upon MEMBER's written request, and at no cost to MEMBER, PROVIDER will promptly provide specified contracting information exchanged or created under this Agreement for or on behalf of MEMBER to MEMBER in a non-proprietary format acceptable to MEMBER that is accessible by the public. PROVIDER acknowledges that MEMBER may be required to post a copy of the fully executed Agreement on its Internet website in compliance with the Public Information Act, Chapter 55 Section 2261.253(a)(1), Texas Government Code. The requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this Agreement and PROVIDER agrees that this Agreement can be terminated if PROVIDER knowingly or intentionally fails to comply with a requirement of that subchapter.

Dispute Resolution. To the extent that Chapter 2260, Texas Government Code is applicable to this Agreement, the dispute resolution process provided in Chapter 2260, and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by MEMBER and PROVIDER to attempt to resolve any claim for breach of contract made by PROVIDER that cannot be resolved in the ordinary course of business. PROVIDER shall submit written notice of a claim of breach of contract under this Chapter to the Contracts Officer of MEMBER, who shall examine PROVIDER's claim and any counterclaim and negotiate with PROVIDER in an effort to resolve the claim. This provision and nothing in this Agreement waives MEMBER's sovereign immunity to suit or liability, and MEMBER has not waived its right to seek redress in the courts.

Export Controls. Each Party shall comply with U.S. export control regulations. If either Party desires to disclose to the other Party any information, technology, or data that is identified on any U.S. export control list, the disclosing Party shall advise the other Party at or before the time of intended disclosure and may not provide export-controlled information to the other Party without the written consent of the other Party. PROVIDER certifies that none of its personnel participating in the activities under this Agreement is a "restricted party" as listed on the Denied Persons List, Entity List, and Unverified List (U.S. Department of Commerce), the Debarred Parties Lists (U.S. Department of State), the Specially Designated Nationals and Blocked Persons List (U.S. Department of Treasury), or any similar governmental lists.

Refund of Deposit/Prepayment. In the event this Agreement is canceled and/or terminated by PROVIDER for reason not attributable to MEMBER or if canceled and/or terminated by MEMBER for default of performance by PROVIDER, then within thirty (30) days after cancellation and/or termination, PROVIDER will reimburse MEMBER for all advance payments paid by MEMBER to PROVIDER that were (a) not earned by PROVIDER prior to cancellation and/or termination, or (b) for goods or services that the MEMBER did not receive from PROVIDER prior to cancellation and/or termination.

Franchise Tax Certification. If PROVIDER is a taxable entity subject to the Texas Franchise Tax (Chapter 171, Texas Tax Code), then PROVIDER certifies that it is not currently delinquent in the payment of any franchise (margin) taxes or that PROVIDER is exempt from the payment of franchise (margin) taxes.

Delinquent Child Support Obligations. A child support obligor who is more than 30 days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25 percent is not eligible to receive payments from state funds under an agreement to provide property, materials, or services until all arrearages have been paid or the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency. Under Section 231.006, Texas Family Code, PROVIDER certifies that it is not ineligible to receive the payments under this Agreement and acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate.

Certification Regarding Business with Certain Countries and Organizations. To the extent that pursuant to Subchapter F, Chapter 2252, Texas Government Code, is applicable to this Agreement, PROVIDER certifies that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization. PROVIDER acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

Prior Employment. PROVIDER acknowledges that Section 2252.901, Texas Government Code, prohibits MEMBER from using state appropriated funds to enter into an employment contract, a professional services contract under Chapter 2254, or a consulting services contract under Chapter 2254 with individual who has been previously employed by MEMBER during the twelve (12) month period immediately prior to the effective date of the Agreement. If PROVIDER is an individual, by signing this Agreement, PROVIDER represents and warrants that it is not a former or retired employee of MEMBER that was employed by MEMBER during the twelve (12) month period immediately prior to the effective date of the Agreement.

Conflict of Interest. PROVIDER certifies, to the best of their knowledge and belief, that no member of the A&M System Board of Regents, or any officer of MEMBER or the A&M System, has a direct or indirect financial interest in PROVIDER or in the transaction that is the subject of the Agreement.

Not Eligible for Rehire. PROVIDER is responsible for ensuring that its employees involved in any work being performed for MEMBER under this Agreement have not been designated as “Not Eligible for Rehire” as defined in A&M System policy 32.02, Discipline and Dismissal of Employees, Section 4 (“NEFR Employee”). In the event MEMBER becomes aware that PROVIDER has a NEFR Employee involved in any work being performed under this Agreement, MEMBER will have the sole right to demand removal of such NEFR Employee from work being performed under this Agreement. Non-conformance to this requirement may be grounds for termination of this Agreement by MEMBER.

Use of Name. Each Party acknowledges that all rights in any trademarks, service marks, slogans, logos, designs, and other similar means of distinction associated with that Party (its “Marks”), including all goodwill pertaining to the Marks, are the sole property of that Party. Neither Party may use the Marks of the other without the advance written consent of that Party, except that each Party may use the name of the other Party in factual statements that, in context, are not misleading.

Independent Contractor. Notwithstanding any provision of this Agreement to the contrary, the Parties hereto are independent contractors. No employer-employee, partnership, agency, or joint venture relationship is created by this Agreement or by PROVIDER’s service to MEMBER. As an independent contractor, PROVIDER is solely responsible for all taxes, withholdings, and other statutory or contractual obligations of any sort, including but not limited to workers’ compensation insurance. Except as specifically required under the terms of this Agreement, PROVIDER (and its representatives, agents, employees and subcontractors) will not represent themselves to be an agent or representative of MEMBER or the A&M System.

Non-Assignment. PROVIDER shall neither assign its rights nor delegate its duties under this Agreement without the prior written consent of MEMBER.

Representations & Warranties. If PROVIDER is a business entity, PROVIDER warrants, represents, covenants, and agrees that it is duly organized, validly existing and in good standing under the laws of the state of its incorporation or organization and is duly authorized and in good standing to conduct business in the State of Texas, that it has all necessary power and has received all necessary approvals to execute and deliver this Agreement, and the individual executing this Agreement on behalf of PROVIDER has been duly authorized to act for and bind PROVIDER.

Force Majeure. Neither Party shall be held liable or responsible to the other Party nor be deemed to have defaulted under or breached this Agreement for failure or delay in fulfilling or performing any obligation under this Agreement if and to the extent such failure or delay is caused by or results from causes beyond the affected Party's reasonable control, including, but not limited to, acts of God, strikes, riots, flood, fire, epidemics, natural disaster, embargoes, war, insurrection, terrorist acts or any other circumstances of like character; provided, however, that the affected Party has not caused such force majeure event(s), shall use reasonable commercial efforts to avoid or remove such causes of nonperformance, and shall continue performance hereunder with reasonable dispatch whenever such causes are removed. Either Party shall provide the other Party with prompt written notice of any delay or failure to perform that occurs by reason of force majeure, including describing the force majeure event(s) and the actions taken to minimize the impact of such event(s).

Notices. Any notice required or permitted under this Agreement must be in writing, and shall be deemed given: (a) three (3) business days after it is deposited and post-marked with the United States Postal Service, postage prepaid, certified mail, return receipt requested, (b) the next business day after it is sent by overnight carrier, (c) on the date sent by email transmission with electronic confirmation of receipt by the party being notified, or (d) on the date of delivery if delivered personally. MEMBER and PROVIDER can change their respective notice address by sending to the other Party a notice of the new address. Notices should be addressed as follows:

MEMBER: **Texas A&M Forest Service**
200 Technology Way, College Station, TX 77845
Attention: Jacey Tosh
Phone: 979-213-3472
Email: Jacey.tosh@tfs.tamu.edu

PROVIDER: Sustainable Forestry Initiative
2121 K Street NW, Suite 750, Washington, DC 20037
Attention: Healy Hamilton
Email: Healy.Hamilton@forests.org
Alternate: Ana Leirner
Email: Ana.Leirner@forests.org

Governing Law and Venue. The validity of this Agreement and all matters pertaining to this Agreement, including but not limited to, matters of performance, nonperformance, breach, remedies, procedures,

rights, duties, and interpretation or construction, shall be governed and determined by the Constitution and the laws of the State of Texas. Pursuant to Section 85.18(b), Texas Education Code, mandatory venue for all legal proceedings against MEMBER is to be in the county in which the principal office of MEMBER's governing officer is located (Brazos County, Texas).

Limitations. As an agency of the state of Texas, there are constitutional and statutory limitations on the authority of MEMBER to enter into certain terms and conditions of this Agreement, including, but not limited to, those terms and conditions relating to liens on MEMBER's property; disclaimers and limitations of warranties; disclaimers and limitations of liability for damages; waivers, disclaimers and limitations of legal rights, remedies, requirements and processes; limitations of periods to bring legal action; granting control of litigation or settlement to another party; liability for acts or omissions of third parties; payment of attorneys' fees; dispute resolution; indemnities; and confidentiality (collectively, the "Limitations"). Terms and conditions related to the Limitations will not be binding on MEMBER except to the extent authorized by the Constitution and the laws of the state of Texas. Neither the execution of this Agreement by MEMBER nor any other conduct, action, or inaction of any representative of MEMBER relating to this Agreement constitutes or is intended to constitute a waiver of MEMBER's or the state's sovereign immunity.

Severability. In case any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions hereof, and this Agreement shall be construed as if such invalid, illegal, and unenforceable provision had never been contained herein. The Parties agree that any alterations, additions, or deletions to the provisions of the Agreement that are required by changes in federal or state law or regulations are automatically incorporated into the Agreement without written amendment hereto and shall become effective on the date designated by such law or by regulation.

Survival. Any provision of this Agreement that may reasonably be interpreted as being intended by the Parties to survive the termination or expiration of this Agreement will survive the termination or expiration of this Agreement.

Entire Agreement. This Agreement constitutes the entire and only agreement between the Parties hereto and supersedes any prior understanding, written or oral agreements between the Parties, or "side deals" which are not described in this Agreement. This Agreement may be amended only by a subsequent written agreement signed by authorized representatives of both Parties.

Certification Regarding Boycotting Israel. To the extent that Chapter 2271, Texas Government Code, is applicable to this Agreement, PROVIDER certifies that (a) it does not currently boycott Israel, and (b) it

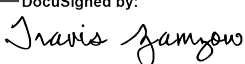
will not boycott Israel during the term of this Agreement. PROVIDER acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

Certification as to Discrimination Against Firearm Entities. To the extent that Chapter 2274, Texas Government Code, is applicable to this Agreement, PROVIDER verifies that (a) it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and (b) it will not discriminate during the term of this Agreement against a firearm entity or firearm trade association. PROVIDER acknowledges this Agreement may be terminated and payment withheld if this verification is inaccurate.


Certification as to Boycotting Energy Companies. To the extent that Chapter 2274, Texas Government Code, is applicable to this Agreement, PROVIDER verifies that (a) it does not boycott energy companies, and (b) it will not boycott energy companies during the term of this Agreement. PROVIDER acknowledges this Agreement may be terminated and payment withheld if this verification is inaccurate.

ACCEPTED & AGREED:

Texas A&M Forest Service

DocuSigned by:

By: _____
D73D1A7319A14B7...
Name: Travis Zamzow
Title: Associate Director for Finance and Administration
Date: 6/18/2024

Sustainable Forestry Initiative

DocuSigned by:

By: _____
74599A4F42B44B8...
Name: Brian Crowe
Title: Chief Financial Officer
Date: 6/14/2024