

**ACKNOWLEDGMENT OF MATERIALS AGREEMENT
ARIZONA BOARD OF REGENTS FOR AND ON BEHALF OF
ARIZONA STATE UNIVERSITY ("ASU")**

1. Effective Date: This Acknowledgment of Materials Agreement ("Agreement") is effective as of July 21, 2021.
2. ASU Investigator: ASU enters into this Agreement on behalf of its employee, Dr. Rolf Halden.
3. Outside Party: The City of Sequim, Washington and the Sequim Water Reclamation Facility.
4. Material(s): This Agreement will govern the transfer of the following materials-
 - a. Outside Party Material(s): **Municipal wastewater collected by the municipality.**
5. Purpose: The parties are interested in providing the Materials to ASU for the purpose of-
 - a. Scope of Research: The research team at ASU will accept the samples and plans to analyze the wastewater for constituents of interest to improve public health. Specific analytes of interest are taken from the group of constituents composed of biological and chemical markers, including but not limited to RNA from SARS-CoV-2. ASU reserves the right to (i) destroy the samples following analysis, (ii) store the materials for subsequent analysis or repeat analysis over the short term (days or weeks) or the long term (years), or (iii) destroy transfer, alter, or dispose of excess materials at will upon receipt.

Terms and Conditions

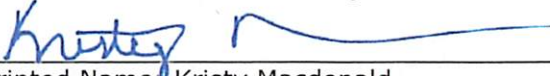
In reliance on the commitments and obligations set forth herein, the parties agree as follows:

1. ASU will provide a data analysis of the sample to the Outside Party if requested by the Outside Party.
2. ASU will be free to use the material for the Scope of Research. After completing the Scope of Research ASU may dispose of the Material in any manner; use the Material for any purpose; and/or transfer the material to any party.
3. ASU will hold Outside Party and its officers, officials, employees, and volunteers harmless from and against any loss, claim, damage, or liability of any kind which may arise from or in connection with this Agreement or ASU's use, handling, or storage of the Material. In no case will Outside Party be liable for any use of the material by ASU, the Principal Investigator, or by individuals working under the Principal Investigator's direct supervision, or for any loss, claim, damage, or liability of any kind which may arise from or in connection with this Agreement or ASU's use, handling, or storage of the Material by ASU, Principal Investigator, or individuals working under Principal Investigator's direction.

4. This Agreement constitutes the entire understanding between the parties relating to the subject matter hereof, and no amendment or modification to this Agreement is valid or binding upon the parties unless made in writing and signed by each party. This Agreement may be executed in counterparts, each of which will be deemed an original. Facsimile transmitted and imaged copy signatures are fully binding and effective for all purposes. This agreement remains in effect until the material is fully exhausted or fully disposed of, whichever occurs first.

ACCEPTED:

**Arizona Board of Regents for and on behalf
of Arizona State University**

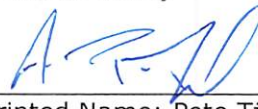


Printed Name: Kristy Macdonald

Title: Assistant Director, Research Operations

Date: 8/4/2021

Outside Party



Printed Name: Pete Tjemsland

Title: Utilities Manager

Date: 4 Aug 2021

ASU Investigator



Printed Name: Dr. Rolf Halden

Date: 8/4/2021

Approved as to form:



Kristina Nelson-Gross, City Attorney