



## Renewal of Foundng/Collaborating Member Letter of Agreement

October 1, 2015 – September 2016

The renewal of non-binding Letter of Agreement (LOA) is entered into by LIGO for the purpose of setting forth an understanding of the mutual support and assistance that the entities will provide one another from October 1, 2015 to September 30, 2016 with respect to the Mid-Columbia STEM Education Collaboratory's priority goals and strategies which are:

**Goal 1: *Enable High Standards*** – Support a “career and college ready” agenda that includes the Washington State Learning Standards (aka Common Core State Standards and Next Generation Science Standards).

**Goal 2: *Support Excellence*** – Build, scale and sustain exceptional STEM programs that reach all learners.

**Goal 3: *Spread Innovation*** – Create and share educational tools that serve students, educators and the community.

**Goal 4: *Meet Future Workforce Needs*** – Bridge the gap between STEM education and the ever-changing technological skills needed by employers.

**WHEREAS** the Participants share a **vision** of inspiring and preparing our students for tomorrow's challenges through transformative STEM experiences and authentic connections with the community; and

**WHEREAS** the Participants promote the Mid-Columbia STEM Education Collaboratory's **mission** to amplify, accelerate and inform innovative and sustainable improvements in STEM education by identifying needs, facilitating connections and leveraging community assets; and

**WHEREAS** the Participants strive to achieve the Mid-Columbia STEM Education Collaboratory's **objective** to identify needs, facilitate connections, and leverage assets throughout the community.

**WHEREAS** the Participants agree that the **purpose** of the Mid-Columbia STEM Education Collaboratory is to improve STEM education, increase STEM workforce preparation for all, and actively engage the Mid-Columbia community in its projects.

**WHEREAS** the Participants commit to a **common focus** on realizing even greater student success, enhancing educator effectiveness, and mobilizing the community to support STEM education; and

**WHEREAS** the Participants have reached certain understandings about their *respective commitments* to each other, which they wish to memorialize hereby;

**NOW, THEREFORE**, the Participants agree as follows:

I. We believe:

1. STEM education is an interdisciplinary approach to learning which removes the traditional barriers separating the four disciplines of science, technology, engineering and mathematics, and integrates them into real world, rigorous and relevant learning experiences for students.
2. Innovative STEM education approaches can be created, implemented, tested and studied within our local classrooms, schools and community programs.
3. That this local project can develop innovative ideas that can be shared with regional, state and national networks to which Mid-Columbia STEM Education members are connected.
4. This project requires collaborators who commit to aligning their work to current research and best practices in STEM education.
5. In the power of this collaboration between the Founding Members and Collaborating Members to help our STEM education and workforce challenges.
6. In the Collaboratory concept, a collective impact strategy, as an idea for creating additional opportunities for STEM education improvements that are supported by a distributed knowledge network or zone focused on collaboration.

II. We Value:

1. The two important ideas contained in the word “Collaboratory”: collaborate (to work together) and laboratory (a place, real or virtual, where we can test, analyze and demonstrate our theory of action, techniques and methods).
2. Collaborations which inspire students, lead to innovation and have impact.
3. Tools that can enhance the effectiveness of collaborators as they work on STEM education projects; evaluate the progress, impacts and outcomes of the Collaboratory; and brand and disseminate our work to build the reputation of the Collaboratory, its Founding Members, Collaborating Members and Affiliates.

III. Pacific Northwest National Laboratory (through its Office of STEM Education) commits to:

1. Provide a PNNL staff member to serve as Project Director of the Mid-Columbia STEM Education Collaboratory (aka Collaboratory).

2. Provide a “backbone” team to handle such day-to-day operations of the Collaboratory as basic administrative activities, business and/or financial interactions, communications and outreach efforts, support for governance responsibilities assigned to the Collaboratory Council, needs of projects or working groups, and research and evaluation responsibilities.
3. Engage PNNL staff members and/or partners, as appropriate, in committees, projects and/or work groups undertaken by the Collaboratory.
4. Work with the Washington State STEM Education Foundation to ensure that the criteria/conditions of the Battelle Corporate Grant(s) to support the Collaboratory are met.
5. Work with ESD 123 to ensure that the criteria/conditions of the Battelle Corporate Grant(s) to support the Collaboratory are met.

IV. Delta High School commits to:

1. Have the Delta High School Principal serve on Collaboratory Council. In the principal’s absence, Delta High School commits to provide a delegate to represent Delta High School at Council meetings, etc.
2. Engage Delta High School staff members and/or partners, as appropriate, in committees, projects and or work groups undertaken by the Collaboratory. .

V. Southeast Washington LASER Alliance commits to:

1. Have one co-director serve on Collaboratory Council. In the co-director’s absence, the Alliance commits to having its other co-director (or an agreed upon delegate) represent the Alliance at Collaboratory meetings, etc.
2. Engage Southeast Washington LASER Alliance representatives, as appropriate, in committees, projects and work groups undertaken by the Collaboratory.

VI. Yakima Valley/Tri-Cities MESA Center commits to:

1. Have the Director, Yakima Valley/Tri-Cities MESA Center, serve on Collaboratory Council. In the Director’s absence, MESA commits to provide a delegate to represent MESA at Collaboratory meetings.
2. Engage Yakima Valley/Tri-Cities MESA representatives, as appropriate, in committees, projects and work groups undertaken by the Collaboratory.

VII. Collaborating Members commit to:

1. Engage as appropriate in committees, projects and workgroups undertaken by the Mid-Columbia STEM Education Collaboratory.

VIII. Collaboratory Council

Founding Members of the Mid-Columbia STEM Education Collaboratory (i.e., PNNL, Delta, LASER and MESA) commit to select three at-large-members, as provided for in the Collaboratory's bylaws and business plan, to the Collaboratory Council from organizations with whom they are affiliated. These at-large-members, from the Mid-Columbia, will represent K-12, higher education and the community perspectives.

IX. Term

This renewal of the CM-LOA shall take effect on October 1, 2015 and remain in effect for a term of one (1) year (September 30, 2016), which may be extended by mutual written agreement of the parties.

X. Nature of Relationship

This CM-LOA does not constitute a legal contract or obligation on the part of any of the Participants and no Participant shall have any legal obligation to the other until the execution and delivery of any separate, definitive agreement. Any Confidentiality Agreement signed by any or all of the Participants shall survive the termination of this CM-LOA. Each Participant's efforts are subject to the availability of funds for that purpose.

XI. Termination

This CM-LOA shall terminate, with a specific Participant, if there is a written request to terminate the agreement by that Participant to the other Participants in the CM-LOA.

XII. Publicity

The Participants, working through the Collaboratory's Communications and Outreach Working Group, may jointly develop and distribute periodic press releases and other joint communications addressing activities and initiatives under the CM-LOA.

XIII. Relationship

Each Participant agrees that it shall not imply that it is a member or Participant in a legal entity with the other Participants or that it has the authority to bind the other Participants with respect to any matter whatsoever under this CM-LOA, it being expressly understood and agreed by the Participants that neither shall have any authority to bind the other. Notwithstanding, the Participants may enter into definitive and binding agreements in furtherance of the goals set forth herein.

XIV. Ownership of Intellectual Property

Nothing contained in this CM-LOA shall be deemed to grant either, directly or by implication, estoppel or otherwise, any license under any patents, patent applications, copyrights or

intellectual property right. Under this CM-LOA, none of the Participants shall be obligated to indemnify or defend the other Participants for infringement or alleged infringement by such other Participant of intellectual property rights of a third party.

XV. Third Parties

Nothing in this CM-LOA is intended or shall be construed or interpreted to give any person or entity other than the Mid-Columbia STEM Education Collaboratory any legal or equitable right, remedy or claim under or with respect to this CM-LOA or any provision contained herein.

XVI. Limitation on Liability

No Participant shall be liable to the other Participants for any indirect, incidental, special or consequential damages including but not limited to loss of profits or revenue, which arise out the performance or failure to perform any obligation contained herein, whether the claim is in contract, tort (including negligence), strict liability or otherwise.

XVII. Assignment

No Participant may assign or transfer its rights or obligations under this CM-LOA without the prior written consent of the other Participants, which may be withheld at the sole discretion of the Participants to which the request for consent is directed.

XVIII. Choice of Law

This CM-LOA shall be governed by, and construed and interpreted in accordance with the laws of the State of Washington.

XIX. Approval of 2015-2016 Renewal

LIGO Hanford Observatory  
(Name of Collaboratory Organization)  
Frederick J Raab / Frederick J Raab  
(Signature of Authorized Individual/Typed or Printed Name)  
Head  
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