

CONSULTANT AGREEMENT (DRAFT)

This Consultant Agreement (this “Agreement”) is entered into as of _____ by and between The Keystone Center (“TKC”; the Consultant) (*doing business as* Keystone Policy Center), a Colorado non-profit organization, the principal office of which is located at 1628 Sts. John Road, Keystone, CO, 80435 and North Carolina State University (NCSU), 2701 Sullivan Drive Admin III Suite 240, Raleigh, NC 27695-7514.

1. Engagement; Term

- (a) TKC shall provide stakeholder engagement design, facilitation and logistics management services to North Carolina State University in support of the stakeholder component of “Restoring Ecosystems and Biodiversity through Development of Safe and Effective Gene Drive Technologies.” The work shall be divided into two phases according to the attached scope of work. The second phase is an optional phase contingent upon funding. This work shall be performed in collaboration with other NCSU staff and contractors.
- (b) The Term of this Agreement shall be from _____ to _____. The Term of this Agreement may be extended by NCSU in its sole discretion.

2. Compensation and Payment Terms

- (a) Compensation
 - (i) The terms of the contract will be based on hourly rates of \$175/hour for a senior policy director and \$100/hour for a policy facilitator/support staff, billed on a not-to-exceed basis of \$36,875 for labor in Phase 1 and \$44,250 for labor Phase 2.
 - (ii) TKC and NCSU agree that for purposes of this Agreement that NCSU is not an employee of TKC. Nothing in this Agreement shall be construed to create a joint venture, partnership or employer/employee relationship between TKC and NCSU. Consequently, neither TKC nor NCSU have the authority to act for or bind the other and neither shall make any representation that would indicate an apparent agency, employment, partnership or joint venture relationship. Except as set forth in this Section 2 (i), TKC shall not be entitled to any salary or other compensation from NCSU and shall not receive any employee benefits, sick, holiday or

vacation pay from NCSU. NCSU shall not withhold income taxes or pay social security or unemployment taxes for TKC, and TKC shall be responsible for all income and other tax liability arising out of this Agreement.

(b) Payment Terms TKC shall invoice NCSU monthly. NCSU shall pay the invoice within 30 days of receipt of the invoice. Notwithstanding the foregoing, if TKC fails to submit an invoice within 30 days of completing work pursuant to this Agreement, payment for the work shall be in NCSU's sole discretion.

(c) Invoice Format All invoices shall contain the following:

- (i) Name of Consultant
- (ii) Keystone Project Number
- (iii) Time period covered by invoice
- (iv) Description of invoice
- (v) Invoice total
- (vi) Payable to information and remittance address

(c) Where to Send Invoices Invoices shall be submitted to
NCSU Contracts and Grants
2701 Sullivan Drive
Admin III, Suite 240
Raleigh, NC 27695-7214
Phone: 919-515-2153
Email: CNGHelpDesk@ncsu.edu

3. Expenses

All direct expenses associated with the project, including but not limited to staff travel, project supplies, workshop stipends, etc. are not included here; these costs will be covered directly by NCSU or reimbursed on a cost-basis to TKC.

4. Termination of Agreement

Either party may terminate this Agreement for any reason with 30 days advance written notice to the other party. Costs of all work performed by TKC prior to termination shall be paid in accordance with the payment terms set forth in Section 2(c).

5. Disputes

TKC and NCSU shall make every effort to resolve any dispute arising under this Agreement. If a dispute cannot be resolved through direct negotiations, the parties agree to resolve the dispute through mediation or arbitration services acceptable to both parties. If the parties cannot agree upon mediation or arbitration services, the dispute shall be resolved in binding arbitration, to be conducted in Keystone, Colorado, and to be governed by the rules of the American Arbitration Association.

6. Indemnification

TKC shall indemnify and hold NCSU harmless from any loss or liability arising from the Consultant's performance of services pursuant to this Agreement.

7. **Ownership of Work Products.** All work product, including any software, research, reports, studies, data, photographs, negatives or other documents, drawings or materials prepared by TKC in the performance of its obligations under this contract shall be works for hire and are the exclusive property of NCSU. All such materials shall be delivered to NCSU to TKC upon completion, termination, or cancellation of this contract. TKC may, at its own expense, keep copies of all its writings for its personal files. TKC shall not use, willingly allow, nor cause to have such materials used for any purpose other than the performance of TKC's obligations under this contract without the prior written consent of NCSU. Such consent will not be unreasonably withheld by NCSU. The ownership rights described herein shall include, but not be limited to, the right to copy, publish, display, transfer, prepare derivative works, or otherwise use the works.

8. Miscellaneous

- (a) This Agreement constitutes the complete understanding between the parties with respect to the engagement of the Consultant, and no statement, representation, warranty or covenant has been made by either party except as expressly set forth herein. This Agreement shall not be altered, modified or amended except by a written instrument signed by NCSU and TKC.
- (b) TKC shall not have the right to assign any of the TKC's obligations under this Agreement, and any such assignment shall be null and void.

- (c) This Agreement shall be governed by and construed in accordance with the laws of the state of Colorado without regard to any otherwise applicable conflict of laws principles.
- (d) The performance of each party's obligations under this Agreement is subject to all contingencies beyond the control of such party, including but not limited to force majeure, strikes, labor disputes, floods, fires, civil commotion, delays in transportation or government action of any kind. The parties accordingly are to be relieved of any obligation to each other for damages which may result from such contingencies.
- (e) Any notices, requests, demands, or other communications provided for by this Agreement shall be sufficient if in writing and if delivered personally, sent by email, sent by telecopier, sent by an overnight service or sent by registered or certified mail. Notice to TKC not delivered personally or by email or telecopy shall be sent to the address for the TKC identified above, or such other address as shall be provided for this purpose.
- (f) In the event that any provision or portion of this Agreement shall be determined to be invalid or unenforceable for any reason the remaining provisions of this Agreement shall be unaffected thereby and shall remain in full force and effect.

IN WITNESS WHEREOF, NCSU and TKC have executed this Agreement, as of the day and year first above written.

North Carolina State University

By: _____

Date:

The Keystone Center

By: _____

Name:

Date:

Scope of Work: Keystone Policy Center Stakeholder Design, Facilitation and Logistics Management Services for North Carolina State University, in support of “Restoring Ecosystems and Biodiversity through Development of Safe and Effective Gene Drive Technologies”

March 14, 2017

The Keystone Center (TKC, doing business as Keystone Policy Center) shall participate as a consultant and collaborate with Dr. Mahmud Farooque of Arizona State University and Dr. Jason Delborne of North Carolina State University in the design, development, coordination, implementation, evaluation and reporting associated with the Phase I and II engagement activities in support of the DARPA Proposal titled “Restoring Ecosystems and Biodiversity through Development of Safe and Effective Gene Drive Technologies” and led by Professor John Godwin of North Carolina State University. Specifically, we will work in partnership with NCSU and Dr. Farooque in the execution of Tasks 3.1.5 (Phase 1, Months 1-24) and 3.2.5 (Phase 2-optional and contingent upon funding and approval, Months 25-48) of this project as outlined in the DARPA Safe Genes Proposal and summarized below.

Keystone will work closely with Dr. Delborne and Dr. Farooque to identify and meet appropriate staffing and logistics support needs from across our organizations while working within the agreed upon labor costs. Labor rates and labor rate justifications as well as estimated hours for Keystone’s role in supporting this project are found below. Actual labor hours billed in each labor category may vary but total costs will not exceed the combined costs of both labor categories that are estimated for each phase; **labor costs will be billed on an hourly/not-to-exceed basis or on a fixed fee basis, dependent on final contracting terms**. Direct costs including Keystone staff travel, project supplies and printing, workshop stipends, etc. are not included in this estimate; these costs will be covered directly by NCSU or reimbursed on a cost-basis to Keystone Policy Center.

This scope of work describes the full scope of work of all partners involved in the stakeholder engagement component of this project – **tasks and deliverables below are not solely limited to TKC**. This work shall be performed in collaboration with other NCSU staff and contractors, with delegation of specific responsibilities among each partner organization identified by agreement of the partners through regular consultation and coordination.

Task 3.1.5 Phase 1: Stakeholder Engagement

The engagement efforts described for this task will focus on US locations. However, these efforts will be coordinated with and complemented by ongoing community efforts in Australia and New Zealand, through members of our established GBIRd partnership (Genetic Biocontrol of Invasive Rodents) and led by CSIRO (Australia) and Landcare Research (New Zealand). In New Zealand, we will align with a just-initiated project being conducted by the ‘New Zealand’s Biological Heritage National Science Challenge’ on ‘Exploring New Zealand’s social licence towards novel pest control technologies’. Community engagement is planned by CSIRO in Australia as part of

wider effort to gain social license for environmental applications of synthetic biology technologies.

Task 3.1.5.1: Stakeholder landscape analysis

Performance Metrics and Assessment

- Review of stakeholder maps and notes from prior workshops on gene drives at NC State University.
- Identification of national NGOs, interest groups, and U.S. federal agencies that would have a voice in the political and social debates of future releases.
- Identify 1-2 local, state, or regional stakeholders for each of the identified candidate islands
- Conduct 15-20 interviews with leaders identified from stakeholder list, collecting information about interests, issue positions, and expertise.
- Analyze interviews in Dedoose (online qualitative data analysis interface)

Deliverables. (to be completed by 9 months)

- Stakeholder map, reflecting interests, positions, and influences of various stakeholder groups for each of six islands identified as potential release sites
- Narrative to describe key insights of stakeholder map, including justification of invitations to Stakeholder Workshop #1.

Task 3.1.5.2: Stakeholder Workshop #1

Performance Metrics and Assessment

- In consultation with project technical leads, regulatory leads, and DARPA LEEDR panel, develop draft technology scenarios appropriate to the identified U.S. island candidate sites.
- Drawing on the landscape analysis create a list of 10-20 key stakeholders that represent diverse interests and perspectives.
- Identify 1-2 key stakeholders relevant to each identified U.S. island candidate site.
- In line budgetary constraints, confirm participation of 10-20 diverse stakeholders for workshop.
- Organize and facilitate stakeholder workshop #1.

Deliverables. (to be completed by 21 months)

- Draft technology scenarios for consideration at stakeholder workshop.
- Workshop report, including recommendations of stakeholder group on each scenario that inform directions for technical innovation and the design of community focus groups.
- Updated stakeholder map with revised narrative.

Task 3.2.5 Phase 2 (Optional and contingent upon funding): Engagement with Communities

Task 3.2.5.1: Community engagement focus group workshops

Performance Metrics and Assessment

- Identify three communities for focus group workshops, relevant to the remaining feasible candidate island release sites. Communities might include nearby islands or populations on the mainland.
- Identification of local partners relevant to each identified community.
- In consultation with local partners and with attention to demographic diversity, recruit 20-50 community members for each of three sites.
- Drawing on Stakeholder Workshop Report, design focus group agenda for each community.
- Conduct three focus group workshops.

Deliverables. (To be completed by 42 months)

- Information materials relevant for scenarios for each of three community focus group workshops.
- Workshop report that includes appendices that address specific issues for each of three community focus groups.

Task 3.2.5.2: Engagement report for dissemination

Performance Metrics and Assessment

- Drawing on stakeholder map the Stakeholder Workshop Report and the community engagement focus group workshops report compose a draft report on lessons learned regarding stakeholder and community engagement, the formulation and use of scenarios, and recommended next steps for stakeholder, community and public engagement for project-relevant technologies.

Deliverables. (to be completed by month 48)

- Engagement report (to be cleared through DARPA PAO prior to distribution to stakeholders, project personnel, local partners, and broader public and academic audiences).

Costs and Compensation

The terms of the contract will be based on hourly rates of \$175/hour for a senior policy director and \$100/hour for a policy facilitator/support staff, billed on a not-to-exceed basis of \$36,875 for labor in Phase 1 and \$44,250 for labor Phase 2. All direct expenses associated with the project, including but not limited to staff travel, project supplies, workshop stipends, etc. are not included here; these costs will be covered directly by NCSU or reimbursed on a cost-basis to TKC.

The not-to-exceed limits for labor are based on the following labor estimates.

Keystone Policy Center Labor Cost Estimate: “Restoring Ecosystems and Biodiversity through Development of Safe and Effective Gene Drive Technologies”

| | | Phase I | Phase 2 | |
|---|--------|--|--|-----------------|
| Labor | | Landscape Analysis; Stakeholder Workshop | Community Engagement Workshops; Report | Total |
| Shapiro/Senior Policy Director | | 125 | 150 | 275 |
| Support staff/Policy facilitator | | 150 | 180 | 330 |
| Total Estimated Hrs* | | 275 | 330 | 605 |
| Labor Cost | Rate** | | | |
| Shapiro/Senior Policy Director | \$175 | 21,875 | \$26,250 | 48,125 |
| Support staff/Policy facilitator | \$100 | 15,000 | \$18,000 | 33,000 |
| Total Labor Cost | | \$36,875 | \$44,250 | \$81,125 |
| | | | | |
| Directs | | | | |
| To be paid directly by NCSU or reimbursed at cost to Keystone | | TBD | TBD | TBD |
| | | | | |

**Actual labor hours billed in each labor category may vary but total costs will not exceed the combined costs of both labor categories that are estimated for each phase; labor costs will be billed on an hourly/not-to-exceed basis or on a fixed fee basis, dependent on final contracting terms.

**The labor rates provided are 2017 Keystone Policy Center rates for senior policy director and associate facilitator/fellow. These rates are valid for the (48 month) term of this project. These rates are justified as follows: The rates provided represent a 20% discount from Keystone’s negotiated 2017 GSA MOBIS rates (\$216.61/hr for senior policy director; \$120/hr for a policy facilitator).