**GOODS & SERVICES
STANDARD TERMS AND CONDITIONS**

|  |  |
| --- | --- |
| **Contractor Name** |  |
| **Contractor Address** |  |
| **Contractor UBI** |  |
| **Contract Title** |  |
| **Contract Number** |  |
| **Termination Date** |  |
| **Renewal Options** |  |
| **Not To Exceed** | **$** |

This Contract is made by and between the Sno-Isle Regional Library, (the "Library District") and.\_\_\_\_\_, (the "Contractor"), and collectively sometimes referred to as “Parties” or individually as “Party.”

The Library District now desires to retain the Contractor to provide digital marketing services as described in Attachment A, Statement of Work.

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**STANDARD TERMS AND CONDITIONS**

In consideration of payments, covenants, and agreements herein, to be made and performed by the Parties hereto, the Parties mutually agree as follows:

1. **Provision of Goods and/or Services by the Contractor**
	1. Entire Agreement
		1. This Contract, including any exhibits or attachments appended or incorporated by reference herein, is the complete and exclusive expression of the Contract between the Parties and shall bind their successors and assigns.
		2. Any modification of this Contract shall be in writing and in accordance with the terms of this Contract. Failure to comply with any provision of this Contract shall constitute a material breach of contract and be cause for termination. The Library District reserves the right to waive certain provisions of this Contract by sending written notice to the Contractor.
		3. The Parties recognize time is of the essence in the performance of this Contract. The forgiveness or waiver of the nonperformance of any provision of this Contract does not constitute a waiver of any subsequent nonperformance by a Party.
		4. The Contractor shall provide the goods and/or perform the services as described in the following enumerated documents either attached to this Agreement or incorporated by reference into the Agreement. Any ambiguity, conflict, or inconsistency between the documents comprising this contract shall be resolved according to the following order of precedence:
			1. Standard Terms and Conditions;
			2. Statement of Work (**Attachment X**);
			3. Contractor’s submission dated \_\_\_\_ (**Attachment X**); and
			4. Library District’s Request for Qualifications dated October 6, 2025 (**Attachment X**).
	2. Modifications to Contract

Either party may request changes to this Contract that are within the general scope of this Contract. Proposed changes that are mutually agreed upon shall be incorporated only by written amendments to this Contract. If any change results in an increase or a reduction in the work that was contemplated to be performed by the Contractor as described herein, the Contractor’s compensation and/or the Contract termination date shall be modified accordingly.

* 1. Severability

If any portion of this Contract is held to be invalid or unenforceable for any reason, such holding shall not affect the validity or enforceability of the remaining portions of this Contract.

* 1. Non-Waiver of Breach

The failure of the Library District to insist on strict performance of any of the covenants and agreements contained in this Contract, or to exercise any option conferred by this Contract in one or more instances shall not be construed to be a waiver or relinquishment of those covenants, agreements, or options, and the same shall be and remain in full force and effect.

1. **Contract Term**

This Contract shall begin on the date of mutual execution by the Executive Director of the Library District, or his/her/their designee and authorized representative for the Contractor. This Contract shall terminate as stated on page 1 of the Standard Terms and Conditions unless extended or terminated earlier pursuant to the terms and conditions of this Contract.

1. **Termination**
	* 1. Termination for Convenience

The Library District may terminate this Contract, in whole or in part, at any time, by giving thirty (30) calendar days' written notice to the Contractor. Upon such termination for convenience, the Library District shall pay the Contractor for all Services provided under this Contract through the date of termination.

* + 1. Termination for Cause

If the Contractor fails to comply with any provisions of the Contract, or otherwise fails to perform in the manner called for in this Contract, and does not correct such nonperformance or noncompliance within five (5) business days' written notice thereof, the Library District may terminate this Contract for cause.

Termination shall be effected by serving a notice of termination on the Contractor setting forth the manner in which the Contractor is in default and the date of the termination. The Contractor will only be paid for those amounts authorized by Library District and satisfactorily completed prior to the termination date.

After termination, the Library District may take possession of all records and data within the Contractor’s possession pertaining to this Project, which may be used by the Library District without restriction.

* + 1. Termination or Suspension for Non-Appropriation of Funds

If expected or actual funding to the Library District is withdrawn, reduced, or limited in any way prior to the termination date set forth above in [Section 2. Contract Term](#Term), the Library District may take action as follows:

* + - 1. upon seven (7) business days advance written notice to the Contractor, terminate or suspend this Contract in whole or in part;
			2. the Library District shall be liable only for payment to the Contractor in accordance with the terms of this Contract for services rendered prior to the effective date of termination or suspension;
			3. the Library District shall be released from any obligation to provide such further services pursuant to the Contract as are affected by such termination or suspension.
			4. If this Contract is suspended pursuant to this Subsection, the Library District reserves the right to provide Contractor with written authorization to resume performance.
1. **Compensation and Method of Payment**
	1. Compensation

The Library District will compensate Contractor for the provision of goods and services in accordance with the Statement of Work and rate schedule included in **Attachment A**.

Compensation shall be made in the form of a check, which will be mailed to Contractor within thirty (30) calendar days of Library District’s acceptance of a properly completed invoice approved by the Contract Administrator named in [Section 21. Notices](#Notices) below.

* 1. Invoicing

Contractor shall invoice Library District as follows:

1. **Minimum Insurance Required and Risk of Loss**

The Contractor shall procure and maintain for the duration of the Contract, such insurance as will protect the Contractor against claims for injuries, sickness, or death of persons, or damage to property which may arise from, or in connection with, the performance of the Services by the Contractor, its agents, representatives, or employees.

This Contract’s insurance requirements may not in any way be construed as limiting any potential liability to either Party or its potential recovery. Contractor shall assess its own risks and if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage.

Contractor shall furnish the Library District with original certificates and a copy of the amendatory endorsements including, but not necessarily limited to, the additional insured endorsement, evidencing the insurance requirements of the Contractor before commencement of the Services.

* 1. Required Insurance Documentation

Contractor shall furnish the Library District with the following documentation to satisfy the insurance requirements of these Standard Terms and Conditions:

* + 1. Certificates of Insurance evidencing the minimum levels detailed in [Section 5.2, Minimum Scope and Limits of Insurance](#Ins) below; and
		2. Endorsement of Additional Insured naming Sno-Isle Regional Library, its officials, employees, and agents as an additional insured.
			1. Such endorsements shall be for full coverage and policy limits as respects liability arising out of activities performed by or on behalf of the Contractor, its agents, representatives, employees, or subcontractors in connection with this Contract with respect to all liability policies except Professional Liability and Workers Compensation.
			2. Additional Insured status shall include products-completed operations CG 20 10 11/85 or its substantive equivalent. The Library District requires a copy of the additional insured endorsement(s).
	1. Minimum Scope and Limits of Insurance

Within thirty (30) calendar days of contract signature, Contractor shall procure and maintain insurance of the types and minimum levels described below:

* + 1. Commercial General Liability
			1. $1,000,000 per occurrence and $2,000,000 in the aggregate covering liability arising from premises, operations, or independent contractors for bodily injury, personal and advertising injury, and property damage.
			2. If the scope of services involves activities with minors, such policy shall include sexual assault and misconduct coverage.
			3. The Contractor’s insurance coverage shall be primary insurance with respect to the Library District. Any insurance, self-insurance, or insurance pool coverage maintained by the Library District shall be excess of the Contractor’s insurance and shall not contribute with it.
			4. Coverage shall be at least as broad as that afforded under ISO form number CG 00 01 current edition, or its substantive equivalent.
			5. This policy shall contain, or be endorsed to contain, that they shall be primary insurance as respects the Library District. Any insurance, self-insurance, or self-insured pool coverage maintained by the Library District shall be excess of the Contractor’s insurance and shall not contribute with it.
			6. The Contractor shall name Sno-Isle Regional Library as an additional insured under the Contractor’s Commercial General Liability insurance policy.
		2. Automobile Liability
			1. $1,000,000 combined single limit per accident for accident, bodily injury, death of any person, and property damage arising out of the ownership, maintenance, and use of such vehicles along with any other statutorily required automobile coverage.
			2. Automobile liability shall cover all vehicles owned, and non-owned vehicles used by the Contractors.
			3. In the event that services delivered pursuant to this Contract involve the transportation of other individuals by Contractor personnel in Contractor-owned vehicles or non-owned vehicles, the limit shall be no less than $3,000,000 combined single limit per accident for bodily injury and property damage.
			4. The Contractor’s insurance coverage shall be primary insurance with respect to the Library District. Any insurance, self-insurance, or insurance pool coverage maintained by the Library District shall be excess of the Contractor’s insurance and shall not contribute with it
		3. Workers Compensation
			1. Statutory requirements of the Industrial Insurance laws of the State of Washington.
			2. Employers Liability or “Stop Gap” coverage: $1,000,000 each occurrence and shall be at least as broad as the protection provided by the Workers Compensation policy Part 2 (Employers Liability), or, in monopolistic states, the protection provided by the “Stop Gap” endorsement to the Commercial General Liability policy.
		4. Professional Liability (Errors and Omissions)
			1. For contracts either directly or indirectly involve or require professional services, Professional Liability (Errors and Omissions) coverage shall be provided in the amount of $1,000,000 per claim and in the aggregate.
			2. “Professional Services,” for the purpose of this [Section 5.2.5.](#ProfLiability), shall mean any services provided by a licensed professional or those services that require professional standards of care
		5. Deductibles and Self-Insured Retentions

Any deductible and/or self-insured retention of the policies shall not apply to the Contractor’s liability to the Library District and shall be the sole responsibility of the Contractor or its Subcontractor.

* 1. Sufficiency of Insurance

The insurance policies are to contain, or be endorsed to contain, the following provisions:

* + 1. The Contractor’s insurance coverage shall be primary insurance with respect to the Library District. Any insurance, self-insurance, or insurance pool coverage maintained by the Library District shall be in excess of the Contractor’s insurance and shall not contribute with it.
		2. The Contractor’s insurance shall be endorsed to state that coverage shall not be cancelled by either Party, except after thirty (30) calendar days prior written notice by certified mail, return receipt requested, has been given to the Library District.
		3. All evidence of insurance shall be signed by a properly authorized officer, agent, general agent, or qualified representative of the insurer(s), shall certify the name of the insured(s), the type and amount of insurance, the inception and expiration dates of the policy.
		4. Insurance must be placed with insurers lawfully authorized to do business in the jurisdiction in which the Project is located, and with a current A.M. Best rating of not less than A: VII.
	1. Failure on the part of the Contractor to maintain the insurance as required in these Standard Terms and Conditions shall constitute a material breach of this Contract.
1. **Independent Contractor Relationship**

In the performance of the Services, the Contractor is an independent contractor with the authority to control and direct the performance of the details of the Services; however, the results of the Services shall be approved by the Library District and shall be subject to the Library District’s general rights of inspection and review to secure the satisfactory performances of the Services. Notwithstanding, the Library District may, at its sole discretion, require the Contractor to remove an employee(s), agent(s) or subcontractor(s) from providing Services or otherwise being involved with the Project.

The Contractor shall have sole responsibility for all mandatory deductions, charges and taxes imposed by any and all federal, state, and local laws and regulations. Contractor represents and warrants that all such deductions, charges and taxes imposed by law and/or regulations upon the Contractor are, and will remain, current. If the Library District is assessed, liable or responsible in any manner for those deductions, charges or taxes, the Contractor agrees to indemnify and hold the Library District harmless from those costs, including attorney’s fees.

1. **Right to Inspection, Evaluation, and Acceptance of Work**
	1. Subject to Inspection, Review, or Audit

The Library District reserves the right to, or have a third party, inspect, review, or audit, the goods and/or services provided in this Contract at any time. The goods and/or services shall be approved by the Library District and shall be subject to the Library District’s general rights of inspection and review to secure the satisfactory performance of the services prior to payment.

* 1. Acceptance of Work

To serve the best interests of Library District, the completion of each task, program activity, performance requirement, deliverable, milestone, and billable item (“Work”) shall be subject to acceptance by the Library District. The Library District may withhold payment if it rejects or fails to accept Contractor’s Work; payment on the Contract shall not be considered acceptance of Work.

In the event of rejection of any Work, the Contractor shall be notified and may have fourteen (14) calendar days from date of issuance of notification to correct the deficiencies and resubmit the Work for full payment.

1. **Hold Harmless/Indemnification**
	1. Contractor’s Duty to Repay the Library District

The Contractor is financially responsible for and shall repay the Library District all indicated amounts following an audit exception which occurs due to the negligence, intentional act, and/or failure, for any reason, to comply with the terms of this Contract by the Contractor, its officers, employees, agents, and/or representatives. This duty to repay the Library District shall not be diminished or extinguished by the termination of the Contract.

* 1. Contractor Indemnifies Library District

Contractor shall defend, indemnify and hold the Library District, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Contractor in performance of this Contract, except for injuries and damages caused by the sole negligence of the Library District.

* 1. Library District indemnifies Contractor

Library District shall protect, defend, indemnify, and save harmless the Contractor, its officers, employees, and agents from any and all costs, claims, judgments, or awards of damages, arising out of or in any way resulting from the negligent acts or omissions of Library District.

1. **Debarment and Suspension**

At the time of bid and contract execution, Contractor certifies that neither it nor and any subcontractor are presently debarred or suspended by any Federal department or state agency. If such status changes for Contractor or any subcontractor during the course of this Contract, the Contractor shall notify Library District immediately upon becoming aware.

1. **Dispute Resolution**

Any controversy or claim arising related to this Contract, or the breach thereof, shall be subject to dispute resolution as described below:

* 1. Prior to the initiation of any action or proceeding to resolve disputes between the parties, both shall make a good faith effort to resolve any such disputes by negotiation between representatives with decision-making power, who shall not have substantive involvement in the matters involved in the dispute, unless the parties otherwise agree.
	2. Failing resolution after following the requirements of [Subsection 10.1](#DR) above, the parties shall attempt to resolve the dispute through a mutually acceptable Alternative Dispute Resolution (ADR) method initiated within thirty (30) calendar days from the date of the request unless extended by agreement of both parties.
		1. Requests for ADR shall be submitted in writing within five (5) business days after the parties agree they cannot resolve the dispute, and shall clearly state the following:
			1. The disputed issue(s);
			2. The relative positions of the parties;
			3. Contractor’s name, address; and
			4. Contract number.
		2. The responding party shall send a written response to the requester’s statement within five (5) business days.
1. **Assignment/Subcontracting**
	1. The Contractor shall not assign its performance of the services or any portion of this Contract without the Library District ‘s prior written consent. The Library District reserves the right to reject, without cause, any such assignment.
	2. Any assignment shall be subject to each provision of this Contract and proper bidding procedures where applicable as set forth in local, state and/or federal statutes, ordinances and guidelines.
	3. Any subcontractor not included in this Contract must have written approval of the Library District prior to performing the work of this Contract.
	4. If the Library District has authorized any assignment or subcontracting, the assignment or subcontract shall include appropriate safeguards against discrimination as described in [Section 13. Nondiscrimination](#Nondiscrimination) below.
2. **Proprietary Rights**
	1. Logos and Trade Names

Contractor shall not use for purposes outside of the scope of this Contract any trade name, trademark, service mark, or logo of Library District in any advertisement, promotions, or otherwise without the express prior written consent of the Library District.

* 1. Ownership Rights of Materials Resulting from Contract

The parties to this Contract hereby agree that if any patentable or copyrightable material or article should result from the work described herein, all rights accruing from such material or article shall be the sole property of the Library District.

To the extent that any rights in such materials vest initially with the Contractor by operation of law or for any other reason, the Contractor hereby perpetually and irrevocably assigns, transfers, and quitclaims such rights to the Library District.

* 1. Ownership Rights of Previously Existing Materials

The Contractor shall retain all ownership rights in any pre-existing patentable or copyrightable materials or articles that are delivered under this Contract, but do not originate from the work described herein. The Contractor agrees to and does hereby grant to the Library District a perpetual, irrevocable, nonexclusive, and royalty-free license to use and create derivative works, according to law, any pre-existing material or article and use any method that may be delivered as part of the work under this Contract.

* 1. Continued Ownership Rights

The Contractor shall sign all documents and perform other acts as the Library District deems necessary to secure, maintain, renew, or restore the rights granted to the Library District as set forth in this Section.

1. **Nondiscrim****ination**
	1. No Discrimination in Employment

In the performance of this Contract, the Contractor will not discriminate against any employee or applicant for employment on the grounds of race, creed, color, national origin, sex, marital status, sexual orientation, age, honorably discharged veteran or military status, or the presence of any sensory, mental or physical disability, or the use of a trained dog guide or service animal by a person with a disability; provided that the prohibition against discrimination in employment because of disability, or the use of a trained dog guide or service animal by a person with a disability, shall not apply if the particular disability prevents the proper performance of the particular worker involved.

* 1. Discriminatory Action Defined

Discriminatory action may apply to, but is not limited to: employment, upgrading, demotion or transfers, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and programs for training including apprenticeships. The Contractor shall take such action with respect to this Contract as may be required to ensure full compliance with local, state and federal laws prohibiting discrimination in employment

1. **Code of Conduct**

The Library District is committed to providing an inclusive, welcoming, supportive, and safe environment for all to feel respected and valued. The Contractor shall, while performing the work as described in this Contract, interact with the Library District staff and community members in a respectful manner.

The Library District and Contractor shall refrain from engaging in any conduct that communicates a hostile, demeaning, or unwelcome message. Such prohibited conduct can be either verbal or nonverbal and includes, but is not limited to microaggressions, deliberate misgendering, slights, and other conduct that could cause harm. The Contract may be subject to termination as a result of any violation of this Section by providing the other party 30 calendar days advance written notice of the termination.

1. **Conflict of Interest**
	1. Compliance with Code of Ethics

Contractor must avoid any relationship or activity that might impair, or appear to impair, Contractor’s ability to perform the services of this Contract. In situations where Contractor’s personal interests conflict with their ability to perform the work of this Contract in a way that is in the best interests of the Library District, Contractor shall disclose their interests and may be required to take additional actions to prevent, mitigate, or alleviate any conflicts.

* 1. Fair Dealing

The Contractor acknowledges and agrees that they will not willfully attempt to secure preferential treatment in their dealings with the Library District by offering any valuable consideration, thing of value, business courtesy, or gift, whether in the form of services, loan, thing or promise, in any form to any Library District official or employee. The Contractor acknowledges that if it is found to have violated the prohibition found in this Section, Contractor’s current contracts with Library District will be cancelled and Contractor may face additional penalties in future contracting with the Library District.

* 1. Former Library District Employees

The Contractor acknowledges that, for a period of one year after leaving Library District employment, a former Library District employee may not have a financial or beneficial interest in a contract or grant that was planned, authorized, or funded by a Library District action in which the former Library District employee participated during their period of employment.

Contractor shall immediately notify Library District upon becoming aware of a conflict and/or current or former Library District employees involved in the preparation of proposals, the anticipated performance of work, or acquiring a financial interest in this contractual relationship with Library District.

Failure to identify current or former Library District employees involved in this transaction may result in Library District’s denying or terminating this Contract. After Contract execution, the Contractor is responsible for notifying the Library District of current or former Library District employees who may become involved in the performance of work at any time during the term of the Contract.

1. **Applicable Law and Jurisdiction**

This Contract shall be construed and interpreted in accordance with the laws of the State of Washington. The venue for any action hereunder shall be in the Superior Court for Snohomish County, Washington.

Any action of law, suit in equity, or judicial proceeding for the enforcement of this Contract or any provisions thereof shall be instituted and maintained only in any of the courts of competent jurisdiction in Snohomish County, Washington.

1. **No Third-Party Beneficiaries**

Except for the parties to whom this Contract is assigned in compliance with the terms of this Contract, there are no third-party beneficiaries to this Contract, and this Contract shall not impart any rights enforceable by any person or entity that is not a party here.

1. **Force Majeure**

“Force Majeure” means an event or events beyond the parties’ reasonable control, incurred not as a product or result of the negligence of the afflicted party, and which have a materially adverse effect on the ability of such party to perform its obligations as detailed in this Contract. Force Majeure events may include but are not limited to: Acts of God or Nature; war; civil, military, public, or industrial disturbances; acts or threats of terrorism; epidemics, severe injuries, or other casualty; labor difficulties, shortages of labor or materials or equipment; government regulations; delay by government or regulatory agencies; shutdowns for purpose of emergency repairs, and/or unusually severe weather.

* 1. No Breach if Force Majeure Applies

Neither party shall be considered in breach of this Contract to the extent that performance of their respective obligations is prevented by a Force Majeure event upon giving notice and reasonably full particulars to the other party.

* 1. Duty to Minimize Disruption and Give Notice

Parties maintain an express duty to minimize the disruption caused by Force Majeure, and shall, as soon as reasonably practicable, give notice to the other party of the nature and impact of the Force Majeure. Irrespective of any extension of time, if the effect of an event or series of events continues for a period of 180 days, either the Library District or the Contractor may give to the other a notice of suspension or termination.

* 1. Extension of Time

Should Force Majeure events delay the Contractor’s completion of the deliverables and performance commitments, the Contractor may be entitled to an extension for the time for completion. Any extension must be approved in writing by the Library District.

* 1. Suspending Performance

Should a Force Majeure event prevent the Contractor from completing deliverables or performing commitments in this Contract, the completion or performance shall be suspended only for the time and to the extent commercially practicable to restore normal operations. Further, the Contractor and the Library District shall endeavor to continue to perform their contractual obligations to the extent reasonably practicable and will work to adjust deliverables or performance commitments as needed to continue the provision of services during the Force Majeure event. Contractor may be reimbursed for any costs incurred mitigating adverse impacts of the Force Majeure and may be compensated for any partial work that has been completed.

1. **Attorney’s Fees and Costs**

In any dispute arising from the terms or performance of this Contract, whether a lawsuit is commencing, the prevailing Party shall be entitled to recover from the other Party, in addition to any other relief to which such Party may be entitled, reasonable attorney's fees and other costs incurred in that action or proceeding, including an appeal.

1. **Unauthorized Disclosure/Privacy of Information**

The Contractor shall protect from unauthorized disclosure all Library District information, records, and data collected in connection with this Contract in accordance with applicable state and federal law.

1. **Notice**

Notice provided for in this Contract shall be sent to the Contract Administrators designated for the Parties as listed below:

|  |  |
| --- | --- |
| **LIBRARY DISTRICT**Name: Title: Contact:  | **CONTRACTOR**Name: Title: Contact:  |

**IN WITNESS WHEREOF**, the Parties hereto have signed this Contract on the day and year written below.

|  |  |
| --- | --- |
| **SNO-ISLE REGIONAL LIBRARY**7312 35th Ave NEMarysville WA 98271-7417 | **CONTRACTOR** |
| Sign: |  | Sign: |  |
| Date: |  | Date: |  |
| Name: |  | Name: |  |
| Title: |  | Title: |  |