**PARTNERSHIP AND WORKSITE AGREEMENT**

**THIS AGREEMENT** is made on this day of \_\_\_\_\_\_\_\_\_\_, \_\_\_\_, by and between Denver Public Schools **("DPS")** and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **("Organization")**.

**WHEREAS**, between DPS and the Organization the capability exists for providing a unique learning experience for DPS students.

**THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:**

**1. Term and Termination.** The term of this Agreement shall be for a period of \_\_\_\_\_\_\_\_\_\_ commencing on the date first above written and continuing until \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [date] thereafter. This agreement shall be reviewed by each party from time to time and may be terminated by providing written notice to the non-terminating party.

**2. Authority, Duties and Responsibilities of the DPS.** The DPS shall have the following authority, duties and responsibilities:

**(a) Coordination:** DPS, through its designated representative(s), shall coordinate with Organization, through its designated representative(s), to make learning experiences available to enrolled students.

**(b) Procedural Authority:** The DPS acknowledges that its students shall be expected to comply with all current policies and procedures of the Organization.

**(c) Scheduling:** The DPS shall, as mutually agreeable to the parties, provide prior to each experience: (i) number and name of student(s) and the dates and hours they will be assigned; (ii) the program learning objectives; and (iii) verification of student insurance coverage [see (g)] and required training, if any.

**(d) Non-Assignment:** Non-assignment of students to the Organization for any given reason shall not affect the continuation of this agreement.

**(e) Liaison:** DPS shall provide representative(s) who will serve as liaison with Organization representatives when necessary.

**(f) Recordkeeping:** DPS shall provide and maintain the records and reports necessary for conducting learning experiences of its students under this agreement.

**(g) Insurance:** DPS will maintain insurance as outlined in Exhibit A and made a part of this Agreement.

**(h) Liability:** Each Party to this Agreement shall be responsible for its own affiliated corporations and entities, directors, trustees officers, agents and employees for any and all damages, losses, costs and expenses (including reasonable attorneys’ fees) incurred in connection with claims or demands for injury or damage arising from or caused by the negligent or failure to act or the negligent or failure to act of its directors, trustees, officers, agents and employees in connection with the subject matter of this Agreement.

**3. Authority, Duties, and Responsibilities of the Organization.** The Organization shall have the following authority, duties and responsibilities:

**(a) Coordination:** The Organization shall provide learning experiences to students enrolled in programs at DPS. The number of students, their placement within the Organization, and the scheduling of their education at the Organization will be determined by mutual agreement between the designated representative(s) of the Organization and the DPS’s designated academic program representative(s).

**(b) Supervision:** The Organization shall provide learning experiences under the supervision of qualified personnel, who (i) meet the standards of recognized professional accrediting agencies or state regulatory agencies (when applicable); (ii) are licensed and/or certified to practice in the respective profession (when applicable) and (iii) support the philosophy and the stated objectives of the educational program. The Organization shall be responsible for assigning supervisors for each student in accordance with internship objectives.

**c) Background Checks:**

**i. Mentoring:** Organization employees participating in supervised, in-school mentoring programs will be required to be complete a DPS Volunteer Application and Request for Criminal Background Check (CBI)and be cleared as a volunteer through the DPS Volunteer Services Department. Organization employees participating in unsupervised activities will be required to complete a criminal background check as well as additional screening as deemed necessary by the DPS.

**ii. Internships:** If applicable, the Organization and every person, including any subcontractor or agent of the Organization, providing services, including but not limited to transportation, instruction, or food services, that will have direct, substantial student contact on a consistent basis in circumstances that are not supervised by DPS staff shall be required to have a criminal background check. The results of the background check shall comply with the provisions of 24-72-305.3, C.R.S. and other district requirements, and upon request, be available to the district. The criminal background check shall, at a minimum, meet the requirements of 22-32-109.7, C.R.S. The costs associated with the background check will be negotiated between the DPS and the Organization. Before services begin, the results of a criminal background check must be submitted and approved by the DPS. Thereafter, during the term of the contract all new personnel, subcontractor(s) and agents, whether paid or not, that are hired or added to perform the work or services pursuant to the contract, shall be subject to these same requirement before performing services on behalf of the Organization.

**(d) Learning Experiences:** The Organization shall provide opportunities for supervised work experience and/or observation, conducive to the learning process of the student and the meeting of the stated learning objectives identified by DPS and the Organization in the Organization(s) classrooms, work site and other selected departments, as applicable. The supervisor will ensure the intern is given the opportunity to gain well rounded experience and progress in his/her position as proficiency allows. The Organization will instruct students regarding safety procedures, rules, regulations, and expectations of the worksite.

**(e) Intern Screening:** The Organization shall conduct screening of interns per their company policy and provide necessary background checks, health screening (ex. TB test) and any required assessments at the cost of the Organization.

**(f) Orientation:** The Organization shall provide orientation to related DPS staff and its students to acquaint them with physical facilities, policies and procedures of the Organization, and where appropriate, to the needs of individuals and/or groups with which they will be working.

**(g) Staff Development:** The Organization shall provide, as appropriate, time to its designated worksite supervisors for attending meetings and conferences called by DPS as part of its educational program.

**(h) Space:** The Organization shall provide, whenever necessary, available conference rooms, work area, and locker space for DPS students participating in this program.

**(i) Student Evaluation:** The Organization shall cooperate in formally evaluating students in consonance with the educational objectives and procedures, which have been jointly arranged.

**(j) Record Keeping:** The Organization shall provide and maintain records and documents required by the DPS for conducting the educational program. All internship paperwork should be considered confidential and may not be shared with any agency outside of Denver Public Schools.

**(k) Confidentiality:** The Organization is entering into this Agreement with the understanding that any and all District provided information belongs to the District. The Organization agrees to be responsible for its compliance with the Children's Online Privacy Protection Act of 1998 and its implementing regulations at 16 CFR Part 312 (“COPPA”), the Family Educational Rights and Privacy Act and its implementing regulations at 34 CFR Part 99 (“FERPA”), and all other applicable laws, rules or regulations, as amended (collectively, the “Confidentiality Laws”), concerning the collection, use and disclosure of “directory information,” “education records,” and “personally identifiable information,” of the District’s “students” and “parents,” as those quoted terms are defined in FERPA, and all information concerning District’s, students’ names, performance information, disciplinary information, test results, test results analyses and all other student or school identifying information and personal data (including information about a student’s disability, where applicable) and all rights thereto (collectively, the “District Information”). In the event of a conflict between this Agreement and the Confidentiality Laws, the Confidentiality Laws shall control. In the event of a conflict between FERPA and all other Confidentiality Laws, FERPA will control absent clear statutory authority on controlling law. In the event of conflict or uncertainty interpreting controlling law regarding the collection, access, use, or disclosure of District Information, the Organization will resolve the uncertainty or conflict in favor of prohibiting the collection, access, use, or disclosure of District Information. The parties acknowledge and agree that District Information shall be deemed to have been collected, accessed, used, or disclosed so the Organization may assist District in: (a) improving instruction; or (b) otherwise carrying out District’s educational responsibilities under the law. Therefore, before any District information may be released, accessed, used or disclosed, the Organization and its staff\volunteers agree to manage the District’s information in compliance with all applicable Confidentiality Laws.

**(l) Confidentiality Agreements with Organization’s Employees.** The Organization will cause each of its employees who may gain access to any of the District's Information, to execute a confidentiality agreement reasonably acceptable to the District before disclosing any Confidential Information to that employee or permitting that employee to have access to any District Information. **See the attached Exhibit C**

**(m) Intern Termination:** The employer or internship supervisor has the right to dismiss the trainee at any time. Similarly, the teacher-coordinator has the right to withdraw the student-trainee.

**(n) Collaboration with DPS Staff:** The Organization shall provide intern performance updates to DPS staff on a periodic basis, allow DPS staff to visit the worksite and consult with supervisor and intern, communicate issues of concern to DPS staff as they occur, and conduct a formal intern evaluation at specified intervals and/or the close of the internship.

**(o) Insurance: The Organization will provide and maintain insurance as outlined in Exhibit B and made a part of this Agreement.** .

**(p) Liability:** Each Party to this Agreement shall be responsible for its own affiliated corporations and entities, directors, trustees officers, agents and employees for any and all damages, losses, costs and expenses (including reasonable attorneys’ fees) incurred in connection with claims or demands for injury or damage arising from or caused by the negligent or failure to act or the negligent or failure to act of its directors, trustees, officers, agents and employees in connection with the subject matter of this Agreement.

**4. Nondiscrimination.** The DPS and the Organization shall not discriminate against anyone applying to or enrolled in the program contemplated under this agreement by either party because of race, color, creed, sex, age, national origin, disability or sexual orientation.

**5. Educational Records.** The designated program of DPS shall maintain the educational records, and information related to the students of DPS. The Organization shall assist DPS as may be reasonably necessary so that the designated Program at DPS may provide documentation as dictated by such laws, rules, and regulations relating to educational programs.

**6. Student Status.** Nothing in this agreement shall be construed to imply an employer-employee relationship between the Organization and the student. The student shall not be considered an employee of the Organization for workers compensation, fringe benefits, or compensation. The Organization may however provide the student stipends, in-kind services, or reimbursement of expenses incurred while assigned to the Organization. Each party to this agreement may at any time remove the student from the Organization with just cause.

**7. Miscellaneous.** This Agreement constitutes the entire Agreement among the parties and supersedes all other prior Agreements and understandings both written and oral, among the parties. This Agreement shall be binding upon and inure to the benefit of the parties hereto, and nothing in the Agreement, expressed or implied, is intended to confer upon any other person any rights or remedies of any nature whatsoever under or by reason of this Agreement. The Organization represents, warrants and covenants to DPS that the persons signing below have full right, power, and authority to make this Agreement and that no other person or entity needs to join in the execution hereof in order for this Agreement to be binding upon the provider.

**8. DPS Policies and Procedures:** The Organization agrees to adhere to all applicable DPS policies and procedures. (http://board.dpsk12.org/boe-policies/).

**9. Other terms and conditions:**

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**10. Notice:**  Should the Organization or Denver Public Schools need to provide notice regarding this agreement, correspondence should be sent to:

Denver Public Schools

DPS Department: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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Attention (Contact Person): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Organization Name:

Organization Department: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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**IN WITNESS WHEREOF**, the parties hereto have set their hands as of the date set forth above.

 

Organization Representative (Please Print) Organization Representative (Signature)



Name of Organization (Please Print)



Organization Contact Person- if different than above (Please Print)

 

DPS Representative (Please Print) DPS Representative Signature



DPS Contact Person (If different than above)

**DPS Contract Code:** (First 10 letters of company name- DPS department identifier)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**INSURANCE: Exhibit A\_- DPS Worker’s Compensation for Unpaid Interns**

1. **General Conditions:** DPS agrees to secure, at or before the time of execution of this Agreement, the following insurance on an occurrence basis, unless otherwise approved, covering all employees in connection with this Agreement. DPS shall keep the required insurance coverage in force at all times during the term of the Agreement, or any extension thereof, and for three (3) years after termination of the Agreement. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as “A-“VIII or better or the Colorado School Districts Self Insurance Pool. Each policy shall contain a valid provision or endorsement requiring notification to DPS in the event any of the required policies be canceled or non-renewed before the expiration date thereof. Such written notice shall be sent to the parties identified in the Notices section of the Agreement. Such notice shall reference DPS contract number (?) listed on the signature page of the Agreement. Said notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior. If such written notice is unavailable from the insurer, DPS shall provide written notice of cancellation or non-renewal to the parties identified in the Notices section by certified mail, return receipt requested with three (3) business days of such notice by its insurer(s) and referencing DPS’s contract number. DPS shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the DPS. The DPS shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.
2. **Proof of Insurance:**  DPS shall provide a copy of the Agreement to its insurance agent or broker. DPS may not commence services or work relating to the Agreement prior to placement of coverage. DPS certifies that the certificate of insurance attached as Exhibit \_\_\_\_\_, complies with all insurance requirements of the Agreement
3. **Additional Insureds**: For Business Auto Liability, DPS and subcontractor’s insurer(s) shall name Organization, its directors, officers and employees as additional insured.
4. **Waiver of Subrogation:** For Workers’ Compensation and Business Automobile Liability coverages, DPS’s insurer shall waive subrogation rights against Organization.
5. **Subcontractors and Subconsultants:** All subcontractors and subconsultants (including independent contractors, suppliers or other entities providing goods or services required under this Agreement) shall be subject to all of the requirements herein and shall procure and maintain the same coverages required of the DPS. DPS shall ensure that all such subcontractors and subconsultants maintain the required coverages. DPS agrees to provide proof of insurance for all such subcontractors and subconsultants upon request by Organization. **Workers’ Compensation/Employer’s Liability Insurance:** DPS is a qualified self-insurer and procures excess coverage. DPS shall maintain for its employees, including approved student interns doing work under this Agreement and not paid by Organization, the coverage as required by statue for each work location and shall maintain Employer’s Liability insurance with limits of $100,000 per occurrence for each bodily injury claim, $100,000 per occurrence for each bodily injury caused by disease claim, and $500,000 aggregate for all bodily injuries caused by disease claims. DPS expressly represents to Organization, as a material representation upon which the Organization is relying in entering into this Agreement, that none of the DPS’s offices or employees who may be eligible under any statue or law to reject Workers’ Compensation Insurance shall effect such rejection during any part of the term of this Agreement, and that any such rejections previously effected, have been revoked as of the date DPS executes this Agreement.
6. **Commercial General Liability:** DPS shall maintain a Commercial General Liability insurance policy with limits of $1,000,000 for each occurrence, $1,000,000 for each personal and advertising injury claim, $2,000,000 products and completed operations aggregate, and $2,000,000 policy aggregate.
7. **Business Automobile Liablity:** DPS shall maintain Business Automobile Liability with limits of $1,000,000 combined single limit applicable to all owned, hired and non-owned vehicles used in performing services under this Agreement.
8. **Additional Provisions:**
   1. For Commercial General Liability, the policy must provide the following:
      1. That this Agreement is an Insured Contract under the policy;
      2. A severability of interests or separation of insureds provision (no insured vs insured exclusion); and
   2. DPS shall advise Organization in the event any general aggregate or other aggregate limits are reduced below the required per occurrence limits. At their own expense, and where such general aggregate or other aggregate limits have been reduced below the required per occurrence limit, the DPS will procure such per occurrence limits and furnish a new certificate of insurance showing such coverage is in force.

Michael, do you want to add your Immunity paragraph here?

**INSURANCE: Exhibit B\_- Requirements for Organizations with Interns on Company Payroll**

1. **General Conditions:** Organization agrees to secure, at or before the time of execution of this Agreement, the following insurance on an occurrence basis, unless otherwise approved, covering all employees, operations, property, equipment, goods or services provided in connection with this Agreement. Organization shall keep the required insurance coverage in force at all times during the term of the Agreement, or any extension thereof, and for three (3) years after termination of the Agreement. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as “A-“VIII or better. Each policy shall contain a valid provision or endorsement requiring notification to DPS in the event any of the required policies be canceled or non-renewed before the expiration date thereof. Such written notice shall be sent to the parties identified in the Notices section of the Agreement. Such notice shall reference DPS contract number (?) listed on the signature page of the Agreement. Said notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior. If such written notice is unavailable from the insurer, Organization shall provide written notice of cancellation, non-renewal and any reduction in coverage to the parties identified in the Notices section by certified mail, return receipt requested with three (3) business days of such notice by its insurer(s) and referencing DPS’s contract number. If any policy is in excess of a deductible or self-insured retention, DPS must be notified by the Organization. Organization shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Organization. The Organization shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.
2. **Proof of Insurance:**  Organization shall provide a copy of the Agreement to its insurance agent or broker. Organization may not commence services or work relating to the Agreement prior to placement of coverage. Organization certifies that the certificate of insurance attached as Exhibit \_\_\_\_\_, preferably an ACORD certificate, complies with all insurance requirements of the Agreement. DPS requests that DPS’s contract number be referenced on the Certificate. DPS’s acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of Organization’s breach of this Agreement or of any of DPS’s rights or remedies under this Agreement. DPS’s Risk Management Office may require additional proof of insurance, including but not limited to policies and endorsements.
3. **Additional Insureds**: For Commercial General Liability and Business Auto Liability, Organization and subcontractor’s insurer(s) shall name DPS, its elected and appointed officials, employees, volunteers and approved students under this Agreement as additional insured.
4. **Waiver of Subrogation:** For Workers’ Compensation, Business Automobile Liability and all Property coverages, Contractor’s insurer shall waive subrogation rights against DPS.
5. **Subcontractors and Subconsultants:** All subcontractors and subconsultants (including independent contractors, suppliers or other entities providing goods or services required by this Agreement) shall be subject to all of the requirements herein and shall procure and maintain the same coverages required of the Organization. Organization shall ensure that all such subcontractors and subconsultants maintain the required coverages. Organization agrees to provide proof of insurance for all such subcontractors and subconsultants upon request by DPS.
6. **Workers’ Compensation/Employer’s Liability Insurance:** Organization shall maintain for its employees including any student interns doing work under this Agreement AND are paid by the Organization, the coverage as required by statue for each work location and shall maintain Employer’s Liability insurance with limits of $100,000 per occurrence for each bodily injury claim, $100,000 per occurrence for each bodily injury caused by disease claim, and $500,000 aggregate for all bodily injuries caused by disease claims. Organization expressly represents to DPS, as a material representation upon which DPS is relying in entering into this Agreement, that none of the Organization’s offices or employees who may be eligible under any statue or law to reject Workers’ Compensation Insurance shall effect such rejection during any part of the term of this Agreement, and that any such rejections previously effected, have been revoked as of the date Organization executes this Agreement.
7. **Commercial General Liability:** Organization shall maintain a Commercial General Liability insurance policy with limits of $1,000,000 for each occurrence, $1,000,000 for each personal and advertising injury claim, $2,000,000 products and completed operations aggregate, and $2,000,000 policy aggregate.
8. **Business Automobile Liablity:** Organization shall maintain Business Automobile Liability with limits of $1,000,000 combined single limit applicable to all owned, hired and non-owned vehicles used in performing services under this Agreement.
9. **Additional Provisions:**
   1. For Commercial General Liability, the policy must provide the following:
      1. That this Agreement is an Insured Contract under the policy;
      2. A severability of interests or separation of insureds provision (no insured vs insured exclusion); and
      3. A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by DPS.
   2. Organization shall advise DPS in the event any general aggregate or other aggregate limits are reduced below the required per occurrence limits. At their own expense, and where such general aggregate or other aggregate limits have been reduced below the required per occurrence limit, the Organization will procure such per occurrence limits and furnish a new certificate of insurance showing such coverage is in force.

**Exhibit C**

**Confidentiality Agreement**

I, the undersigned, understand that during the course of my work, I may be given access to confidential, privileged, or proprietary student information by the District in order to perform my responsibilities in a manner that meets the District’s needs and enhances the delivery of service. By signing this document, I am agreeing to comply with all regulations and laws established to protect confidential information. I understand that accessing or releasing confidential information and/or records or causing this to occur outside the course of my assigned duties would constitute a violation of this agreement. I understand that proven violation of this agreement can result in termination of my access to information and may result in personal action being taken against me. “Confidential Information” means any and all information of either party disclosed or otherwise made available to or learned by the parties under this Agreement or performing the Services this Agreement requires, which is designated as “confidential” or “proprietary” or which, under all of the circumstances, ought reasonably to be treated as confidential, and includes, but is not limited to, Student Data and all District student records and personnel records.

I agree to:

• Maintain confidential information and not reveal it to clients, colleagues, or others with whom I interact without procuring the necessary releases or authorizations.

• Utilize information disclosed to me solely for the purpose of completing the scope of work set forth in the Data Sharing and Confidentiality Agreement or the Services Agreement.

Organization’s Employee\Agent:

Print Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Organization/Agency: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_