

Purchase Requisition #

MT. DIABLO UNIFIED SCHOOL DISTRICT
1936 Carlotta Drive
Concord, CA 94519

**AGREEMENT BETWEEN
MT. DIABLO UNIFIED SCHOOL DISTRICT
AND INDEPENDENT CONTRACTOR**

THIS AGREEMENT is made this 16 day of April, by and between the Mt. Diablo Unified School District (hereinafter "District") and Solution Trees, Inc. (hereinafter "Contractor").

District hereby engages Contractor to render described services under the terms and conditions of this Agreement.

1. Performance of Services

*aside from
AV needs and
copying of any handouts
needed.*

- (a) Contractor agrees to perform the services described on Exhibit "A" (hereinafter "Services") on page 4 of this Agreement as an independent contractor. Contractor will determine the means, manner, method, and details of performing the Services. Contractor shall be responsible for providing the materials, tools, transportation, and workspace necessary for the performance of the services. Contractor may, at Contractor's own expense, use non-District employees to perform the Services under this Agreement. Subcontractors may be used with the written approval of the District only.
- (b) Contractor represents that Contractor has the qualifications and ability to perform the Services in a professional manner, without the advice, control, or supervision of the District. Contractor shall be solely responsible for the professional performance of the services, and shall receive no assistance, direction, or control from District. Contractor shall have sole discretion and control of Contractor's services and the manner in which they are performed.

2. Compensation. District agrees to compensate Contractor for the performance of the Services on the following basis:

\$ 100,000.00 total fee for Services

000 - 3065 - 10 - 5800 = 25,000.00
BUDGET CODE

The basis of the fee for Services shall be as follows:

000, 3065, 10, 5100 = 75,000.00

- a. \$ _____ per hour,
- b. \$ _____ per day, or
- c. \$ _____ per engagement.

Check one:

- Partial Payments:** Contractor shall invoice District on a monthly basis or as agreed to for all hours worked pursuant to this Agreement.
- Payment in Full:** Contractor shall invoice District on completion of services. District Administrator will verify invoice indicating that all required services have been performed.

Contractor shall be responsible for all expenses incurred in association with the performance of the Services.

3. Term and Termination. This Agreement will become effective on 4/16/2012. This Agreement will terminate upon the completion of the Services or when terminated as set forth below.

Either party may terminate this Agreement at any time by giving thirty ~~(30)~~ ⁹⁰ days written notice to the other party. Should either party default in the performance of this Agreement or materially breach any of its provisions, the non-breaching party may terminate this Agreement by giving written notice to the breaching party. Termination shall be effective immediately on receipt of said notice.

4. Relationship of the Parties. Contractor enters into this Agreement as, and shall continue to be, an independent contractor. Under no circumstances shall Contractor be considered an employee of District within the meaning of any federal, state, or local law or regulation including, but not limited to, laws or regulations governing unemployment insurance, old age benefits, workers' compensation, industrial illness or accident coverage, taxes, or labor and employment in general. Under no circumstances shall Contractor look to District as his/her employer, or as a partner, agent, or principal. Contractor shall not be entitled to any benefits accorded to District's employees, including, without limitation, workers' compensation, disability insurance,

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vacation, or sick pay. Contractor shall be responsible for providing, at Contractor's expense, and in the Contractor's name, disability, workers' compensation or other insurance, as well as licenses and permits usual or necessary for conducting the Services hereunder.

Contractor shall pay, when and as due, any and all local, state and federal income or other taxes incurred as a result of Contractor's compensation hereunder, including estimated taxes, and shall provide District with proof of said payments upon demand. Contractor hereby indemnifies District for any claims, losses, costs, fees, liabilities, damages, or injuries suffered by District arising out of Contractor's breach of this Section.

5. Fingerprinting and Criminal Records Check of Contractor's Employees. Contractor shall comply with the provisions of Education Code §45125.1 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the contractor and/or its employees. Contractor shall not permit any employee to have any contact with District pupils until such time as Contractor has verified in writing to the governing board of the District that such employee has not been convicted of a felony, as defined in Education Code §45125.1.
6. Rules and Regulations. All results and regulations of the Board of Education and all federal, state, and local laws, ordinances and regulations are to be observed strictly by Contractor pursuant to this Agreement.
7. Indemnification. Contractor shall and does hereby indemnify, defend, and hold harmless District, and District's officers, employees, agents and representatives from and against any and all claims, demands, losses, costs, expenses, obligations, liabilities and damages, including, without limitation, interest, penalties, and reasonable attorneys fees and costs, that District may incur or suffer and that arise, result from, or are related to any breach or failure of Contractor to perform any of the representations, warranties, and agreements contained in this Agreement.
8. Insurance. Insurance shall be endorsed to include the District, its officers, officials, agents, employees and volunteers as additional insureds with respect to liability arising out of work or operations performed by or on behalf of the Contractor. Such insurance shall contain a provision that the insurance afforded thereby to the District and its officers, officials, agents, employees and volunteers shall be primary insurance to the full limits of liability of the policy, and that if the District, its officers, officials, agents, employees and volunteers have other insurance against a loss covered by such a policy, such other insurance shall be excess insurance only.
9. Ownership of Designs and Plans. Contractor agrees that all designs, plans, reports, specifications, drawings, schematics, prototypes, models, inventions and all other information and items made during the course of this Agreement and arising from the Services shall be owned by and assigned to District as its sole and exclusive property.
10. Notice. Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by telegram, overnight delivery service, or facsimile transmission, addressed as follows:

DISTRICT

Mt. Diablo Unified School District
1936 Carlotta Drive
Concord, CA 94519-1397
Attn: Superintendent

CONTRACTOR

Name: Solution Tree, Inc.
Address: 555 N. Morton Street
Bloomington, Indiana 47404
Phone: 800-733-6783x263
Fax: 866-308-3135
Tax ID #: 35-2026417

Any notice personally given or sent by telegram or facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

11. Entire Agreement of Parties. This Agreement constitutes the entire agreement between the parties and supersedes all prior discussions, negotiations and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both parties. *and the Solution Tree host contract for*
12. California Law. This Agreement shall be governed by and the rights, duties and obligations of the parties shall be determined and enforced in accordance with the laws of the State of California. The parties further agree

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that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Contra Costa County, California.

- 13. **Attorneys' Fees.** If either party files any action or brings any proceedings against the other arising out of this Agreement, the prevailing party shall be entitled to recover, in addition to its costs of suit and damages, reasonable attorneys' fees to be fixed by the court. The "prevailing party" shall be the party who is entitled to recover its costs of suit, whether or not suit proceeds to final judgment. No sum for attorneys' fees shall be counted in calculating the amount of a judgment for purposes of determining whether a party is entitled to its costs or attorneys' fees.
- 14. **Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

MT. DIABLO UNIFIED SCHOOL DISTRICT

CONTRACTOR:

By: _____
Budget Administrator Date

By: [Signature] 6/14/12
Date

Title: Assistant Director, SASS

Title: Director of Professional Development

Authorized by: _____
Assistant or Associate Superintendent Date

Approved: _____
Assistant Superintendent of Personnel Date

TO BE COMPLETED BY DISTRICT BUDGET ADMINISTRATOR	
<input type="checkbox"/> It is my determination that this contractor is not required to comply with Ed. Code §45125.1 regarding the submission of fingerprints to the Department of Justice.	
OR	
<input type="checkbox"/> This contractor is subject to the requirements of Ed. Code §45125.1 and will not begin services until I have received evidence that the Department of Justice has completed its criminal background investigation.	
_____ Administrator's Signature	_____ Date

Prior to commencement of service, sign and forward completed original contract to Fiscal Services.

Originator's Signature

Billing Address if reimbursed by outside agency—i.e. ASB, PTA, PFC

<i>Distribution</i>	
<i>original:</i>	<i>Fiscal Services for payment</i>
<i>copy:</i>	<i>Contractor</i>
<i>copy:</i>	<i>Originator/Budget Administrator</i>

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EXHIBIT A

LIST OF SERVICES TO BE PERFORMED BY CONTRACTOR

See attached Host Contract, Exhibit A Description of Services, Elementary Simplifying RTI Coaching Academy for details of services.

Services of Contractor arranged by

Signature

Student Achievement and School Support

Department / School



Solution Tree

HOST CONTRACT

Effective April 24, 2012, Mt. Diablo Unified School District ("Host") and Solution Tree, Inc. ("Solution Tree") agree that Solution Tree will provide an Associate to disseminate information to Host in exchange for \$100,000.00 (USD). The parties agree as follows:

1. **Services:** Solution Tree agrees to provide Associates to disseminate information for Host as described in Exhibit A—Description of Services.
2. **Compensation:** Host will pay Solution Tree a total contract amount of \$100,000.00 (USD). Host will pay Solution Tree a non-refundable deposit of 20% of the total contract amount, \$20,000.00 (USD), which will be applied toward payment of the total contract amount and invoiced immediately upon executing this Contract. The remaining contract balance of \$80,000.00 (USD) will be invoiced upon completion of the services (See Exhibit B—Schedule of Payments). Resources purchased in conjunction with the services will be invoiced as shipment is made. All payments are due net 30 days from invoice. Host will provide a purchase order for the total contract amount immediately upon entering the contract. Host agrees to reimburse any expenses incurred by Solution Tree that result from Host's delay in providing a purchase order. Solution Tree will not ship any resources without a purchase order. All late payments are subject to a Finance Charge of 1.5% monthly.
3. **Travel Arrangements and Expenses:** The total contract amount includes all travel, lodging, and other incidental expenses incurred by Associate.
4. **Intellectual Property:** Host acknowledges that Solution Tree owns the copyrights to all tangible or electronic presentation materials, handouts, and/or program books used in conjunction with the services performed under this Agreement, that no materials will be developed specifically for Host. Solution Tree shall retain all copyrights owned prior to entering this Agreement, and Host may not reproduce any materials not designated reproducible without the express written permission of Solution Tree. Host is responsible for the reproduction of all handouts and other print materials related to the services, and Host will notify the Associate directly of any deadlines for reproduction.
5. **Audio/Video Equipment:** Host will provide audio/video equipment and technical support for the sessions.
6. **Recording of Presentation:** All audio and video recording is prohibited without written consent from Solution Tree and the Associate. Requests for permission to record the presentations should be directed to Solution Tree and not the Associate. If the request is approved, Solution Tree will obtain consent from the Associate.
7. **Confidentiality:** Solution Tree will keep confidential any information or data not generally known to the public it encounters in performing under this Contract. Solution Tree will require any subcontractors it may hire to keep such data confidential, and proof thereof will be made available upon Host's request.
8. **Termination:** If Host terminates this Contract within 90 days of the date of service for any reason but Force Majeure, Host shall reimburse Solution Tree for any reasonable business expenses incurred in anticipation of performance of this Contract that exceed the amount of the deposit. Solution Tree may terminate this Contract if Solution Tree has not received a purchase order within 30 days of the effective date of this Contract.
9. **Force Majeure:** If events beyond the parties' control, such as acts of God, disaster, war, curtailment or interruption of transportation facilities, acts of terrorism, State Department or other governmental or international agency travel advisory, civil disturbance, interruption or cessation of electrical power, strikes, disease, epidemic, or any other cause beyond the parties' control which makes it impossible for to perform under this Contract, then Solution Tree agrees to offer services at a later date, provided such can be rescheduled with Host. Solution Tree shall have an affirmative duty to

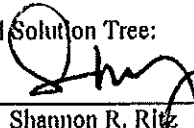
notify Host immediately of any circumstance or event that will prevent Solution Tree from performing under this Contract.

10. **Indemnity:** Solution Tree shall indemnify and hold harmless Host from any and all claims, actions, costs, or liabilities arising from Solution Tree's negligent acts or omissions during the course of performance under this Contract, except those resulting from Host's negligence.
11. **Notices:** All notices to be given under this Contract shall be sent by certified mail to Solution Tree, Inc., 555 N. Morton St., Bloomington, Indiana 47404, and to Mt. Diablo Unified School District, 1936 Carlotta Drive, Concord, CA 94519, or to such address as may be given by either party in writing. Notice shall be deemed given on the date of mailing.
12. **Governing Law/Venue:** This Contract shall be deemed to have been made in the State of Indiana and shall be construed and enforced in accordance with, and the validity and performance hereof shall be governed by, the laws of the State of Indiana, without regard to conflict of laws principles. Judicial proceedings regarding any matter arising under the terms of this Contract shall be brought solely in the federal or local courts of the State of Indiana.
13. **Nature of Contract:** Host is engaging Solution Tree's services as an independent contractor, and nothing in this Contract shall be construed as an agreement for employment. This Contract is non-exclusive, and Solution Tree may enter into contracts with other parties for professional services similar to those set forth in this Contract.
14. **Entire Contract:** This Contract and any exhibits attached hereto constitute the entire agreement of the parties and supersede any prior or contemporaneous written or oral understanding or agreement. No waiver or modification of any of the terms of the Contract shall be effective unless made in writing and signed by both parties, and the unenforceability, invalidity, or illegality of any provision of this Contract shall not render the other provisions unenforceable, invalid, or illegal. Any waiver by either party of any default or breach hereunder shall not constitute a waiver of any provision of this Contract or of any subsequent default or breach of the same or a different kind.

This Contract is acknowledged and accepted by Host and Solution Tree:

Rose Lock
Mt. Diablo Unified School District

Date


Shannon R. Ritz
Director of Professional Development
Solution Tree, Inc.

Date

**EXHIBIT A
DESCRIPTION OF SERVICES**

Title of Service 1:	Elementary Simplifying RTI Coaching Academy (8 days on-site)		
Date(s) of Service:	August 22-23, 2012, October 22, 23, 2012, January 15-16, 2013 March 21-22, 2013	Cost of Service:	\$100,000.00 *
Associate:	Chris Weber		
Workshop Location:	Concord, CA	Start Time:	8:00 am
# of participants:	70	End Time:	3:00 pm
Audience Demographics:	School Leadership Teams and Central Office Staff		

Description of Service:

PRTI Author/Associate Chris Weber will work with the leadership teams of each of Mt. Diablo's elementary schools to deeply embed the processes and practices of PLCs and PRTI in each building. Aimed at developing the capacity of each team to lead the change process, each 2 day session will focus on the 4 C's of RTI:

- Concentrated Instruction
- Convergent Assessment
- Creating A System of Interventions
- Certain Access

Each session will equip the teams with the new learning and strategies to develop an action plan to take what they've learned back to their school to ensure that all students receive the time and support they need to succeed.

Inclusive Resource(s):	Quantity:
Simplifying RTI Coaching Academy Binder	70
<i>Simplifying Response to Intervention</i>	70

*Solution Tree will provide our Simplifying RTI Coaching Academy to a maximum of 80 participants. A revised contract with additional fees will be necessary if participant numbers exceed 80.

**EXHIBIT B
SCHEDULE OF PAYMENT**

Description	Payment	Expected Invoice Date
Deposit	\$20,000.00	Upon execution of Contract
August trainings	\$20,000.00	August 22, 2012
October trainings	\$20,000.00	October 22, 2012
January trainings	\$20,000.00	January 15, 2012
March trainings	\$20,000.00	March 21, 2012

**EXHIBIT C
CONTACT INFORMATION**

Please provide the following information in all three sections:

Who will be the contact person for the work?

Contact: _____
 Title: _____
 Phone: _____
 E-mail: _____
 Fax: _____

Who will receive and pay the invoices?

Contact: _____
 Title: _____
 Phone: _____
 E-mail: _____
 Fax: _____

Shipping Information (required for resource delivery)

Shipping Contact: _____
 Shipping Address: _____
 City, State, Zip: _____
 Phone: _____
 Delivery Date: _____
 Delivery Times: _____
 Choose one: Do you have a Delivery Dock?
 Do you have double doors (for pallet)?
 Do you require inside delivery?



CERTIFICATE OF LIABILITY INSURANCE

OP ID: 3Y

DATE (MM/DD/YYYY)
09/29/11

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hyiant Group Inc-Indianapolis 301 Pennsylvania Parkway, #201 Indianapolis, IN 46260 W. Michael Wells	800-878-0361 317-817-5151	CONTACT NAME: PHONE (AG, Ho, Ext): FAX (AG, Ho): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: SOLUT-6
INSURED Soluton Tree, Inc.; Matzano Research Lab; Triple Nickel Press, LLC; Soluton Tree Education Services Canada, LLC Attn: Jim Watson, CFO 555 N. Morton Street Bloomington, IN 47404		INSURER(S) AFFORDING COVERAGE INSURER A: Federal Insurance Company INSURER B: Travelers Insurance Companies INSURER C: INSURER D: INSURER E: INSURER F:
		NAIC # 020281

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LVA	TYPE OF INSURANCE	ADDL. QUOR INSR (W/D)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		35905835	10/01/11	10/01/12	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ Incl Empl Ben \$ 1,000,000
A	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO <input type="checkbox"/> LOC					
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS		73557217	10/01/11	10/01/12	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> HIRED AUTOS					
A	<input checked="" type="checkbox"/> NON-OWNED AUTOS					
A	UMBRELLA LIAO <input checked="" type="checkbox"/> OCCUR EXCESS LIAO <input type="checkbox"/> CLAIMS-MADE		79849616	10/01/11	10/01/12	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
A	DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ nil					
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in HI) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	71722150	10/01/11	10/01/12	<input checked="" type="checkbox"/> W/STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
B	Misc Prof Llab (\$50,000 Ded)		104833702	10/01/11	10/01/12	WRAP Pol 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 104, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER To Whom It May Concern	BLANK01	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
		AUTHORIZED REPRESENTATIVE <i>W. Michael Wells</i>

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Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Name (as shown on your income tax return)
SOLUTION TREE INC
Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:
 Individual/sole proprietor S Corporation C Corporation Partnership Trust/Vestee
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶
 Other (see instructions) ▶

Address (number, street, and apt. or suite no.)
666 N MORTON STREET
City, state, and ZIP code
BLOOMINGTON IN 47404

Requester's name and address (optional)

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)
Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note: If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number								
Employer identification number								
3	5	-	2	0	2	8	4	17

Part II Certification
Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must check out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here: *[Signature]* Date: 1/3/2012

General Instructions
Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form
A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued);
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note: If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.