



W. M. KECK OBSERVATORY
Maunakea, Island of Hawai'i

1. COVID-19 PROVISIONS.

- a.** Before commencing work at the WMKO Site, Contractor must provide WMKO with evidence of:
 - i.** A COVID-19 vaccination for each employee, agent, contractor, manager, or other individual that will be conducting work on behalf of Contractor at the WMKO Site (collectively, "Contractor Staff"); or
 - ii.** Negative or not detected COVID-19 test results for all Contractor Staff entering the WMKO Site. The COVID-19 test(s) must be taken within forty-eight (48) hours of Contractor Staff entering WMKO's facility and approved by the U.S. Food & Drug Administration as effective in determining whether an individual has COVID-19.
- b.** At its sole discretion and regardless of Contractor Staff vaccination status, WMKO may require all Contractor Staff to provide evidence of a negative or not-detected COVID-19 test result, with the test taken in accordance with subsection (a)(ii) above.
- c.** Contractor agrees that Contractor and Contractor Staff are bound by and must comply with:
 - i.** All State of Hawaii and Hawaii County COVID-19 related orders and/or regulations, including any applicable travel rules documented here: <https://coronavirus-response-county-of-hawaii.hawaiicountygis.hub.arcgis.com/pages/travel>
 - ii.** Any policies and procedures adopted by WMKO related to workplace safety and COVID-19. Such policies and procedures will be provided to Contractor in advance of any work that is to be conducted at the WMKO Site.
- d.** WMKO reserves the right to deny access to the WMKO Site for any Contractor Staff that do not provide evidence of vaccination or, if requested, a negative or not detected COVID-19 test result in accordance with subsection (a)(ii) above or otherwise displays U.S. Centers for Disease Control and Prevention recognized symptoms of COVID-19. WMKO shall not be responsible for any financial loss to Contractor or time delays concerning the Work due to any enforcement of this section by WMKO.
- e.** Contractor hereby releases and waives, and agrees to indemnify and hold WMKO harmless against, any and all claims against WMKO arising out of any Contractor Staff or other individual working on the WMKO Site on behalf of Contractor that contracts COVID-19 during the term of this Agreement.
- f.** In the event Contractor Staff is required by law to quarantine in the State of Hawaii, Contractor and WMKO will negotiate in good faith to apportion costs between the parties.