

Contract ID: 0000000300000000000025423

Version: 0.00  
Amendment: 0

**AMAZON CONFIDENTIAL**

## **COOPERATIVE AGREEMENT**

**Between**

**The University of Iowa  
Iowa City, Iowa**

**The University of Northern, Iowa  
Cedar Falls, Iowa**

**Iowa Department of Administrative Services  
Des Moines, Iowa**

**Iowa Biotechnology Association  
Des Moines, Iowa**

**and**

**Amazon Business  
Seattle, WA**

THIS COOPERATIVE AGREEMENT (hereinafter "Agreement") is made effective as of September 01, 2023 (the "Effective Date") by and among The University of Iowa, Iowa City, Iowa, The University of Northern Iowa, Cedar Falls, Iowa, Iowa Department of Administrative Services (DAS), Des Moines, Iowa, Iowa Biotechnology Association (IBA), Des Moines, Iowa, (hereinafter the "Universities") and Amazon Business, 410 Terry Avenue North, Seattle, WA, 98109 (hereinafter "Supplier" or "Bidder" or "Amazon Business").

## **RECITALS**

WHEREAS, it is the desire of the Universities to enter into a cooperative agreement with Amazon Business to provide the Universities with goods and services as outlined in accordance with the Request for Proposal (hereinafter "RFP") 17931, and

WHEREAS, the Supplier desires to provide, Office Related Products and Services to the Universities in accordance with the terms and conditions as outlined in this Agreement, and

THEREFORE, in consideration of the promises and the mutual covenants contained herein, the Parties agree as follows:

- A. GENERALLY.** The Universities are a group purchasing organization (the "GPO") that has established a group purchasing program through which any Member of the GPO may gain access to the Universities' supplier, Amazon Business, in accordance with the terms of this Agreement. "Member" is defined as the Universities and any Iowa political subdivisions or IBA members set forth on Exhibit D (IBA Approved Members), who have joined this Agreement or who join this Agreement after the effective date. Amazon Business will serve as the primary office supplier to the University of Iowa, University of Northern Iowa, and IBA, and an office supplier to DAS in accordance with this Agreement. Unless specifically altered herein, all specifications, requirements of RFP 17931, and the Supplier's responses thereto, form the basis for and are hereby incorporated into this Agreement. To the extent permitted by law, the Agreement shall be governed by the Amazon Business Accounts Terms and Conditions available online at <https://www.amazon.com/gp/help/customer/display.html/?nodeId=201613180>, as may be updated from time-to-time (the "AB Accounts Terms and Conditions") as amended by the parties and set forth on **Exhibit C (Amendment No.1 to the AB Accounts Terms and Conditions)**. The parties agree to review the AB Accounts Terms and Conditions on an annual basis.
- B. AMAZON BUSINESS ACCOUNT.** The University and each of the Members under the Agreement shall enter into the AB Accounts Terms and Conditions as amended by **Exhibit C (Amendment No.1 to the AB Accounts Terms and**

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**Conditions).** Notwithstanding the foregoing, every commercial sector IBA member participating under this Agreement shall have an Amazon Business account and shall agree to the standard AB Accounts Terms and Conditions.

**C. BUSINESS PRIME.** On an annual basis throughout the term of this Agreement:

1. Each University will be offered [REDACTED]
2. Each Iowa political subdivision member will be offered [REDACTED] provided they enroll in the Amazon Business Associated Accounts Program (AAP) through DAS;
3. Each public sector IBA members set forth on **Exhibit D (IBA Approved Members)** will be offered [REDACTED]
4. Each commercial sector IBA member set forth on **Exhibit D (IBA Approved Members)** will be offered [REDACTED]

In order to receive [REDACTED] each University and Member shall agree to the Business Prime Terms & Conditions [REDACTED] available [REDACTED] online at [https://www.amazon.com/gp/help/customer/display.html?ref=hp\\_left\\_v4\\_sib&nodeId=G202159880](https://www.amazon.com/gp/help/customer/display.html?ref=hp_left_v4_sib&nodeId=G202159880) as well as the Business Prime Promotional Terms & Conditions available online at: [https://www.amazon.com/gp/help/customer/display.html?ref=hp\\_left\\_v4\\_sib&nodeId=G9TS8LS74NNQKK9](https://www.amazon.com/gp/help/customer/display.html?ref=hp_left_v4_sib&nodeId=G9TS8LS74NNQKK9). The Universities acknowledge and agree that in order for a Member to enroll in [REDACTED], Member agrees that [REDACTED] does not constitute a gift or gratuity under any applicable law nor violates any other applicable ethics regulation or ordinance. Member further agrees that [REDACTED] is not provided by Amazon with the purpose of influencing any Member purchasing activity or public procurement activities. By signing up for [REDACTED] and accepting these forms, Member certifies that (a) it is able to accept the [REDACTED] under applicable laws, (b) acceptance of the [REDACTED] does not does not violate any federal, state, local or institutional ethics or procurement laws, regulations, ordinances, or other rules that would restrict or prohibit its receipt, and (c) the [REDACTED] will only benefit the Member and not any particular individual. Furthermore, anyone who enrolls in [REDACTED] on behalf of a Member certifies that they are a duly authorized signatory with the requisite authority to bind Member and that they have verified with the appropriate individuals within Member's organization that Member is able to accept these terms.

**D. ANNUAL REBATE.** As of the Effective Date of the Agreement, Amazon Business agrees to pay each University an Annual Rebate as set forth herein. Each University shall operate a single consolidated Amazon Business Account ID (BAID) for all of its affiliates and subsidiaries and shall make purchases through its BAID in accordance with this Agreement. The "Annual Rebate" for each University is defined as the combined [REDACTED] and the Direct Delivery Rebate (as defined below). The parties agree that the Annual Rebate does not constitute a gift under any applicable law. Amazon is paying the Universities the Annual Rebate without any expectation of payment, preference or benefit of any type from the Universities now or in the future. By entering into this Agreement, each University certifies that its acceptance of the Annual Rebate does not violate any federal, state, local, or institutional ethics or procurement laws, regulations, or other rules that would restrict or prohibit its receipt of the Annual Rebate.

1. [REDACTED]





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2. [REDACTED]

3. [REDACTED]

4. **Annual Rebate Report.** Amazon Business will make available to each University on an annual basis an Annual Rebate report ("Annual Rebate Report") providing the total dollar value of each University's Eligible Purchases made during the previous 12-month period and a calculation of the Annual Rebate payable to each University. Within 60 days following the expiry or termination of the Agreement, Amazon Business will make available to each University a final Annual Rebate Report summarizing the University's Eligible Purchases made since the last Annual Rebate Report and a calculation of the Annual Rebate payable to the University. Each University will have 90 days from the date an Annual Rebate Report is made available to it to review, identify, and address any issues, after which time the Annual Rebate Report and the Annual Rebate will be deemed accepted by the University. Amazon will provide the total dollar value ("Value") of Eligible Purchases from which the Annual Rebate payment was calculated according to the following schedule:

<u>Period End</u>	<u>Value Due</u>
August 31 <sup>st</sup>	September 30th

5. **Payment.** Amazon Business will deliver the Annual Rebate to each University within 60 days following the Annual Rebate Report review period, subject to the University's completion of any additional steps for set-up and receipt of payment, and any additional time for mailing a check (if applicable).
6. **Taxes.** Each party will be responsible, as required under applicable law, for identifying and paying all taxes and other governmental fees and charges (and any penalties, interest, and other additions thereto) that are imposed on that party upon or with respect to the transactions and payments under this agreement.
- E. DAS MEMBERS.** This Agreement shall also be available to all Iowa political subdivisions through DAS. DAS shall notify Amazon Business (for which email will suffice) during the Agreement, of any Iowa political subdivisions that wishes to join the Agreement. DAS as well as all Iowa political subdivision enrolling in the GPO under DAS shall enroll in the Amazon Business AAP in order for the Iowa political subdivision to participate in the [REDACTED] and [REDACTED]. Any pre-existing agreements regarding payment of rebate fees, administrative fees, or any other incentive by Amazon Business to an Iowa political subdivision shall be void once they enroll in the GPO. DAS represents that it has the authority to receive [REDACTED] from DAS members' purchases.
- F. IBA APPROVED MEMBERS.** This Agreement for Amazon Business to serve as the primary office supplier to IBA shall also be available to the IBA or its individual members set forth on **Exhibit D (IBA Approved Members)**. IBA shall notify Amazon Business (for which email will suffice) during the Agreement, of any IBA member that wishes to join the Agreement. IBA as well as any IBA member enrolling in the GPO under IBA shall enroll in the Amazon Business AAP in order for the IBA member to participate in the [REDACTED] and [REDACTED]. Any pre-existing agreements regarding payment of rebate fees, administrative fees, or any other incentive by Amazon Business to an IBA member shall be void once they enroll in the GPO. IBA represents that it has the authority to receive [REDACTED] from IBA members' purchases.
- G. IOWA STATE UNIVERSITY.** The parties agree that Iowa State University can be added to the Agreement as a University, at a later date through an Amendment to the Agreement.



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**H. CORE LIST PRICING AND TERMS AND CONDITIONS.** Members will receive pricing under the Agreement pursuant to **Exhibit E (Amazon Business Core List Pricing)** attached hereto and subject to **Exhibit F (Amazon Business Agreement Core List Pricing Program Terms and Conditions)** attached hereto.

**I. TERM AND TERMINATION; EFFECT OF TERMINATION.**

The initial term of this Agreement shall commence on the Effective Date and continue for five (5) years (the “**Initial Term**”). The parties shall have the right to extend this Agreement for up to two (2) successive one-year terms (each a “**Renewal Term**” and together with the Initial Term, the “**Term**”). Extension of the Agreement must be exercised at least thirty (30) days prior to the expiration date of the current Term. Sections J (Confidentiality) of the Agreement and any other section which by its nature would be intended to survive, will survive the expiration or termination of this Agreement. The termination or expiration of this Agreement will have no effect on any Member’s Amazon Business Account or Amazon Business Accounts Terms and Conditions.

**J. CONFIDENTIALITY.** The parties agree that as of the date of this Agreement, they will keep the terms and contents of this Agreement confidential, and that they will not hereinafter disclose the terms of this Agreement to other persons except as compelled by applicable law or to individuals who have a need to know about this Agreement and its contents, including the list of IBA members on **Exhibit D (IBA Approved Members)**, any Iowa political subdivision, and each of their duly authorized representatives that have a need to know, all of whom shall be informed and bound by this confidentiality clause. Amazon acknowledges that the Universities are an instrumentality of the State of Iowa subject to the Iowa Open Records Law (Iowa Code Chapter 22). Subject to the foregoing, the Universities will only disclose this Agreement and all confidential information exchanged in connection with this Agreement after providing Amazon with notice of any Open Records Law requests and allowing Amazon Business the right to request exemption or redaction based on assertions of confidentiality or proprietary information to the extent permitted by applicable law.



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202 PCO  
Iowa City, IA 52242-2500**THE UNIVERSITY OF NORTHERN IOWA**Finance and Operations  
122 Lang Hall  
Cedar Falls, IA 50614Signature: 8DB7A56CD59D44E...

Name: Renee Funk

Title: Chief Procurement Officer

Date: 8/30/2023

Signature: DD7C60BCC38F441...

Name: Christina M Geweke

Title: Director

Date: 8/30/2023

**Iowa Department of Administrative Services**1305 E Walnut St 3<sup>rd</sup> Floor  
Des Moines, IA 50319**Iowa Biotechnology Association**500 E Court Avenue Suite 112  
Des Moines, IA 50309Signature: 79D5755FD1BA424...

Name: Julie Janssen

Title: Purchasing Agent III

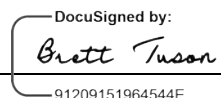
Date: 8/30/2023

Signature: 1A119801D5C54F6...

Name: Jessica Hyland

Title: Executive Director

Date: 8/30/2023

**Amazon Business**  
**410 Terry Avenue North**  
**Seattle, WA 98109**Signature: 91209151964544E...

Name: Brett Tuson

Title: Authorized Signatory

Date: August 30, 2023





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DESCRIPTION OF SERVICES AND PRODUCTS**

Supplier shall provide office related products and services as detailed and negotiated as part of RFP 1793 pursuant to this Agreement. The following items are detailed specifically for additional clarity in this Exhibit A. however any specification and requirement not detailed herein that were part of RFP proposal and are expressly incorporated herein.

**A. DELIVERY REQUIREMENTS**

When ship option is available, Supplier shall provide next day; FOB Destination prepaid deliveries at no cost to end users and per Suppliers best efforts. In the event next day delivery is not available it is desired that deliveries occur within three (3) to five (5) business days. On-time delivery is defined as delivery of order within one (1) to two (2) business days of the date provided at checkout. Late delivery is any orders delivered in greater than two (2) business days after the date provided at checkout.

Free Prime Next 1 Day Delivery ship option will surface for eligible items at the time of checkout. Direct Delivery purchases will be excluded from Free Prime Next 1 Day Delivery. Amazon shall continuously work with the product basket to forecast and convert high volume Amazon fulfilled items to next day delivery. Direct Delivery ship option will surface for eligible items at the time of checkout. For locations serviced by Direct Delivery (University of Iowa and University of Northern Iowa), Direct Delivery will be the default ship option and the customer shall select Direct Delivery ship option when available.

Supplier shall also provide product deliveries to the University of Iowa and University of Northern Iowa's central receiving facilities at no charge to the end users for orders placed using the IBOR Business Prime account. The location of work, deliveries, and services will take place at designated University of Iowa and University of Northern Iowa campus locations. Orders placed by County Extension offices, universities owned, and universities affiliated offsite entities must be directly shipped to those locations free of charge. Iowa Department of Administrative Services require FOB DESTINATION, Freight Prepaid directly shipped to all Agency specified delivery locations. Supplier shall deliver to individual IBA members in accordance with the shipping instructions provided by such members on the same terms and conditions set forth above.

**Order Delivery Fees:** Supplier shall ensure that there are no minimum order requirements and free shipping on all Business Prime orders.

1. *Direct Delivery Schedules and Requirements:* Each University has distinct schedules and requirements for order placement and next day deliveries. Schedules for each University are as follows:





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2. **Return Processes:** The Universities will facilitate eligible returns by emailing [IBOR-Amazon>Returns@amazon.com](mailto:IBOR-Amazon>Returns@amazon.com) to request a UPS/USPS for Amazon fulfilled items. The University will then receive a return shipping label via email within two (2) business days and will follow the established campus process for arranging package retrieval from UPS/USPS. DAS, IBA, and the Universities may also facilitate eligible returns within the AB platform by following the standard returns workflow as set forth in **Exhibit C (Amendment No. 1 to the AB Accounts Terms and Conditions)**. Palletized returns for the Universities will not be available at the implementation of the direct delivery program. Amazon will use commercially reasonable efforts to continue to work on implementing this process during the duration of the Agreement.

**3. Reporting**

Upon request, Supplier shall provide monthly reporting to each University outlining all HP related purchases made during the prior month.

Amazon will provide the Universities with access to Amazon Business Analytics ("ABA") whereby the Universities may generate reports based on purchasing activity pertinent to the Agreement for the purpose of making audits, examinations, excerpts, and transcriptions. ABA functionality will include the ability to customize, view, and download reports including order details, refunds, returns, and reconciliation.

**B. THE SUPPLIER AGREES TO**

Provide a single point managerial-level contact for the Universities to coordinate all requirements; to be the point of contact for any problems/questions that may arise; meet periodically with Universities' personnel and meet reasonably upon request; research information; and deliver special reports as needed or directed by the Universities related to Office Related Products and Services.

**Suppliers Single Business Point of Contact:**

Name: Kyle Burdette  
Title: Sr. Customer Advisor  
Address: 325 9th Ave N Seattle, WA 98109  
Email: [dkburd@amazon.com](mailto:dkburd@amazon.com)  
Phone: 312-952-8560

**Supplier Contracts Point of Contact:**

Name: Leah Davis  
Title: Sr. Business Contract Manager  
Address: 2345 Crystal Drive, Arlington, VA 22202  
Email: [davislcd@amazon.com](mailto:davislcd@amazon.com)  
Phone: 765-730-3577

1. To the best of its knowledge and belief, comply with all applicable Federal and State laws set forth in this Agreement.
2. To possess and maintain all applicable licenses necessary to conduct business in the State of Iowa.
3. Shall submit timely invoices to each Universities' in accordance with the Amazon Business Accounts Terms and Conditions, as amended by the parties.
4. Invoices must comply with the amended Amazon Business Accounts Terms and Conditions, as amended by the parties, and the Amazon Business Pay-by-Invoice Program, if Members are enrolled.



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5. Supplier is an independent Contractor and shall not be considered the agent or employee of the Universities.

**C. PRICING**



**D. IMPLEMENTATION**

Supplier shall implement Core List Pricing set forth in Exhibit E (Amazon Business Core List Pricing), all rebate tracking, and financial incentives by September 1, 2023. Notwithstanding anything to the contrary, Supplier shall provide Direct Delivery service to the University of Iowa and the University of Northern Iowa by September 5, 2023.

Supplier shall work in good faith to onboard IBA members set forth on **Exhibit D (IBA Approved Members)** and Iowa political subdivisions members that would like to participate in the Agreement pursuant to **Section E (DAS Members)** and **Section F (IBA Members)** of the Agreement

Supplier shall work with Universities on communications and promotion of the Agreement leading up to the contract implementation and participate in regular business meetings in a frequency mutually agreed upon between Universities and Supplier throughout the duration of the Agreement.





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**EXHIBIT B  
RESERVED FOR FUTURE USE**

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**EXHIBIT C**  
**AMENDMENT NO.1 TO THE AB ACCOUNTS TERMS AND CONDITIONS**

This Amendment No. 1 (this "**Amendment**") to the Amazon Business Accounts Terms and Conditions available at <https://www.amazon.com/gp/help/customer/display.html/?nodeId=201613180>, (as updated from time to time, the "**Terms**") by and between Amazon Services LLC ("**Amazon**", "**we**", "**us**" or "**our**") and each of the Universities set forth in the Cooperative Agreement, is effective as of the effective date of the Cooperative Agreement (the "**Amendment Effective Date**"). Unless otherwise defined in this Amendment, all capitalized terms used in this Amendment will have the meanings ascribed to them in the Terms. The parties agree as follows:

1. **INDEMNIFICATION.** The Section in the Terms entitled "**INDEMNIFICATION**" (currently Section 5) is hereby deleted and replaced with the following:

**"5. INDEMNIFICATION.** To the maximum extent permitted by Iowa law (including the Iowa Tort Claims Act, Iowa Code Chapter 669), you agree to indemnify, defend and hold harmless us and our affiliates, and our and their respective officers, directors, employees, representatives and agents against any loss, claim, damage, settlement, cost, expense, tax or other liability (including, without limitation, reasonable attorneys' fees) (each a "**Claim**") arising from or related to (a) your breach of the Terms, (b) your unlawful or improper use of any product ordered by you, or (c) your negligence or willful misconduct. If your ability to comply with the foregoing provision is limited to any extent by the absence of appropriations or government authorization, you will make good faith efforts to obtain sufficient appropriations or authorization. You will use counsel reasonably satisfactory to us to defend each indemnified Claim. If at any time we reasonably determine that any indemnified Claim might adversely affect us, we may take control of the defense at our expense. You may not consent to the entry of any judgment or enter into any settlement of a Claim without our prior written consent, which may not be unreasonably withheld."

2. **CONFIDENTIALITY.** The Section in the Terms entitled "**CONFIDENTIALITY**" (currently Section 7.3) is hereby deleted and replaced with the following:

**"7.3. CONFIDENTIALITY; PUBLICITY.** Amazon acknowledges that you are an instrumentality of the State of Iowa subject to the Iowa Open Records Law (Iowa Code Chapter 22). Subject to the foregoing, you will only disclose this Amendment and all confidential information exchanged in connection with this agreement after providing Amazon with notice of any Open Records Law requests and allowing Amazon the right to request exemption or redaction based on assertions of confidentiality or proprietary information to the extent permitted by applicable law."

3. **NONDISCLOSURE.** You agree that the existence and details of this Amendment are not publicly known and acknowledge that Amazon deems such information to be confidential information under the confidentiality provisions of the Terms (currently Section 7.3).

4. **ENTIRE AGREEMENT; CONFLICT.** Except as modified by this Amendment, the Terms will remain in full force and effect. This Amendment, together with the Terms as modified by this Amendment: (a) is intended by the parties as a final, complete and exclusive expression of the terms of their agreement, and (b) supersedes all prior agreements and understandings between the parties with respect to the subject matter hereof. If there is a conflict between the Terms or any other applicable terms, conditions, policies, limitations, and requirements on the Amazon.com website and this Amendment, the terms of this Amendment will control.

5. **COUNTERPARTS AND FACSIMILE DELIVERY.** This Amendment may be executed in two or more counterparts, each of which will be deemed an original and all of which taken together will be deemed to constitute one and the same document. The parties may sign and deliver this Amendment by facsimile transmission.





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**AMAZON CONFIDENTIAL****EXHIBIT D  
IBA APPROVED MEMBERS**

**Any new public sector IBA Member shall automatically be approved to join this Exhibit D. Any additional commercial sector IBA Member shall be mutually agreed upon by Amazon Business and IBA before joining this Exhibit D. Amazon will update this list to include Approved Members no less than quarterly, using member information provided by IBA.**

- |   |   |
|---|---|
| 1. 3D Health Solutions, Inc                         | 43. Oragen Technologies                                   |
| 2. Ag Ventures Alliance                             | 44. PCS Biotech Services                                  |
| 3. Ajinomoto Animal Nutrition North America         | 45. POET/Iowa Ethanol Producers Association               |
| 4. Aptimmune Biologics, Inc.                        | 46. PowerPollen   |
| 5. ARKO Labs  | 47. Probioferm  |
| 6. BioMarin Pharmaceutical Inc.                     | 48. Procelys by Lesaffre                                  |
| 7. BRAASCH BIOTECH LLC                              | 49. Proliant  |
| 8. Brick Gentry PC                                  | 50. Puretein Bioscience                                   |
| 9. BrownWinick Law                                  | 51. Renewable Energy Group (REG)                          |
| 10. Cellular Engineering Technologies               | 52. Skroot Laboratory Inc.                                |
| 11. CJ Bio America                                  | 53. Skybird Research, LLC                                 |
| 12. Exemplar Genetics, LLC                          | 54. Spiber America LLC                                    |
| 13. FBB Biomed, Inc.                                | 55. Tjaden Biosciences                                    |
| 14. Feed Energy Company                             | 56. Total Water Treatment Systems, Inc.                   |
| 15. Fredrikson & Byron, P.A.                        | 57. Trans Ova Genetics                                    |
| 16. Genvax Technologies, Inc                        | 58. Trans Ova Genetics Advanced Technologies LLC          |
| 17. Gevo, Inc                                       | 59. UHY Advisors, Inc.                                    |
| 18. Gross-Wen Technologies                          | 60. Versova Management Company LLC                        |
| 19. Heartland Assays                                | 61. Viewpoint Molecular Targeting, Inc.                   |
| 20. Huvepharma                                      | 62. Zymosense Inc.  |
| 21. IBI Scientific                                  | 63. Agribusiness Association of Iowa                      |
| 22. Immunology for Veterinary Practitioners         | 64. BioConnect Iowa                                       |
| 23. Innoceleris LLC                                 | 65. Biotechnology Innovation Organization (BIO)           |
| 24. Innovations Through Research, LLC               | 66. Des Moines Area Community College (DMACC)             |
| 25. Iowa Corn                                       | 67. Des Moines University                                 |
| 26. Iowa Governor's STEM Advisory Council           | 68. Drake University                                      |
| 27. Iowa Renewable Fuels Association (IRFA)         | 69. Grinnell College                                      |
| 28. Iowa Taxpayers Association                      | 70. Iowa Business Council                                 |
| 29. Jones Microbiology Institute (JMI Laboratories) | 71. Iowa Central Community College                        |
| 30. KemPharm, Inc                                   | 72. Iowa Economic Development Authority (IEDA)            |
| 31. Kent Corporation                                | 73. PhRMA   |
| 32. Kincannon & Reed                                | 74. Technology Association of Iowa                        |
| 33. LLOYD, Inc.                                     | 75. Alliant Energy  |
| 34. Mazen Animal Health, Inc.                       | 76. Bristol-Myers Squibb                                  |
| 35. McKee, Voorhees and Sease, PLC                  | 77. CRB   |
| 36. MedCara Pharmaceuticals, LLC                    | 78. Darling International, Inc. / Darling Analytical Lab. |
| 37. MedPharm Iowa                                   | 79. Johnson & Johnson                                     |
| 38. Midwest Oilseeds                                | 80. Novartis  |
| 39. NeoVaxSyn, Inc.                                 |   |
| 40. Nevysta   |   |
| 41. Nittobo America Inc.                            |   |
| 42. None yet  |   |

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**EXHIBIT E  
AMAZON BUSINESS CORE LIST PRICING**









































