

C# 16908

**INTERAGENCY AGREEMENT FOR COOPERATIVE PROGRAMS  
BETWEEN  
UNIVERSITY OF WASHINGTON  
AND  
WASHINGTON STATE UNIVERSITY**

Pursuant to RCW 39.34 (Interlocal Cooperation Act), this Interagency Agreement for Cooperative Programs ("Agreement") is made and entered into by and between the University of Washington, a public institution of higher education having administrative offices at 1100 N.E. 45<sup>th</sup> Street, Suite 300, Seattle, WA 98105 ("UW"), under the authority of RCW 28B.20, and Washington State University, a public institution of higher education with offices at Neill Hall 423, PO Box 643140, Pullman, WA 99164-3140 ("WSU"), under the authority of RCW 28B.30.

WHEREAS WSU and UW have a mutual interest in promoting research and education related to natural and agricultural resources; and

WHEREAS WSU and UW both have major education and research lines encompassing natural and agricultural resources through the UW College of Forest Resources ("CFR") and the WSU College of Agricultural, Human, and Natural Resources Sciences and WSU Extension ("CAHNRS"); and

WHEREAS WSU AND UW wish to strengthen these education and research lines by establishing a program facilitating collaboration between WSU and UW scholars, the exchange of faculty, graduate students, and research scientists, and the sharing of publications, data, scientific and educational materials, and other information.

NOW, THEREFORE, the Parties agree as follows:

## ARTICLE 1 PURPOSE OF THE AGREEMENT

**1.1. General Purpose.** The purpose of this Agreement is to set out a general framework for cooperation between the CFR and CAHNRS. The intent is that this general framework will facilitate preparing specific programs of collaboration ("Programs"), which will be further agreed upon in addenda to this Agreement. UW and WSU agree that their respective rights and obligations with respect to Programs, the Programs' administration and support, and all research and intellectual property arising from the Programs, shall be as set forth in this Agreement and the addendum specific to each Program.

**1.2. Areas of Cooperation.** To establish this cooperative venture, UW and WSU intend:

- (a) to establish Programs, including exchanges of faculty and undergraduate and graduate students, that would enhance the academic missions of both institutions;
- (b) to cooperate in Extension;
- (c) to cooperate in major research endeavors when beneficial to both institutions; and
- (d) to identify other areas of possible interest and collaboration.

## ARTICLE 2 FUNDING AND ADMINISTRATION

**2.1. Representatives or Coordinators.** The Deans of CFR and CAHNRS, or their designated representatives, shall oversee and facilitate the implementation of this Agreement, and Programs established under this Agreement, in coordination with each institution's administrators and in compliance with each institution's academic norms, policies, and procedures. For the avoidance of doubt, references in this Agreement to the Deans shall be understood to mean either the Deans or their designated representatives, and references to the Dean of CAHNRS shall mean either the Dean of the WSU College of Agricultural, Human, and Natural Resources, or the Dean of WSU Extension, or both, as appropriate under the circumstances.

**2.2. Funding.** The scope of activities under this Agreement will be determined by the funds available at both institutions and by other financial assistance that may be obtained by the institutions, individually or together, from internal or external sources. The terms of mutual assistance and the necessary budget for each Program and activity will be mutually discussed and agreed upon in writing by the Deans prior to the initiation of a specific activity or Program.

**2.3. Reports.** The Deans shall prepare an annual report documenting the activities undertaken and the impact of these activities on further Program development.

### ARTICLE 3 THE PROGRAMS

**3.1. Procedure to Establish Programs.** The Deans may establish a Program by completing and executing an addendum to this Agreement. Whenever possible, such an addendum shall address:

- (a) the scientific area or field of the Program;
- (b) how the Program will benefit UW and WSU;
- (c) how the Program will be administered and funded, and who will be responsible from each institution for administration;
- (d) the faculty to be involved and what their roles will be in the Program and at each institution;
- (e) the facilities, equipment, and resources to be made available;
- (f) whether there will be any exchange of funds between the two institutions, and, if so, the specific arrangements regarding any such exchange, including indirect charge rates, fees, or waivers; and
- (g) when the Program will terminate or be concluded.

**3.2. Faculty Member Appointments.** A faculty member of UW or WSU may be appointed to a Program upon the approval of both Deans. A faculty member so appointed ("Appointee") shall abide by the policies and procedures of both institutions (except as otherwise provided in this Agreement), but shall remain an employee of his or her employing institution ("Home Institution"), which shall remain responsible for the usual indicia of employment, such as salary, taxes, visa requirements (for non-U.S. citizens), benefits, and liability coverage. It is agreed and understood that the Appointee

remains the employee of the Home Institution for any and all purposes and is not to be considered an employee of the other institution ("Receiving Institution"). The Appointee will be required to enter into a separate program-specific agreement with the Receiving Institution recognizing and acknowledging, among other things, that although the Home Institution remains her/his employer, s/he will be required to comply with the Receiving Institution's policies and procedures while engaged in services at the Receiving Institution. The agreement shall further provide that the faculty member will immediately resign his or her appointment at the Receiving Institution upon termination of this Agreement. At the discretion of the Dean of the Receiving Institution, and with the concurrence of the appropriate Chair or unit head, the Appointee may be given the status of faculty without tenure (or some other status) at the Receiving Institution. The Receiving Institution may provide support to the Appointee, such as laboratory space or administrative assistance, as agreed upon in writing between the Receiving Institution and the Home Institution. The two institutions may also agree on ways to share the costs associated with an Appointee, at the convenience and discretion of each institution. The Appointee shall not have voting rights at the Receiving Institution unless the Dean of the Receiving Institution explicitly in writing grants the Appointee voting rights.

**3.3. Student Participation.** Graduate and undergraduate students at either institution may participate in a Program subject to the policies and procedures of the Receiving Institution and with the approval of the Deans.

**3.4. Grant Submission and Indirect Costs.** An Appointee may submit grants through either UW or WSU, provided that submissions shall be made through the university where the larger proportion of the proposed research will be conducted. Indirect costs will be retained by the institution through which the grant is submitted unless otherwise agreed in writing between the UW Office of Sponsored Projects and the WSU Office of Grant and Research Development. Prior to submitting a grant proposal, the Appointee shall discuss the proposed project with the Deans and identify through which university he or she intends to submit the grant. If the Deans agree as to which university will process the grant proposal, the Appointee may then submit the proposal. If the Deans do not agree, then they will make reasonable efforts to resolve the question. If the question remains unresolved for longer than sixty days after having been raised with the Deans, it will be referred to the dispute resolution procedure under Article 4 of this Agreement.

**3.5. Equipment.** To facilitate the mutual interests of the parties to this agreement, equipment owned by one institution may be located at the other institution, but if so will remain the property of the institution providing the equipment. Equipment purchased on grants will be the property of the institution through which the grant is received unless ownership is retained by the sponsor of the grant. The Deans of CFR and CAHNRS will execute a document to individually document location of specific equipment at an institution which does not own the equipment. This documentation shall contain the information reasonably necessary to inventory the equipment, designate ownership and establish responsibility for maintenance, improvement, loss and damage of the equipment.

**3.6. Disclosure of Intellectual Property.** If an Appointee is a developer of any technology that may be protectable as intellectual property ("IP") or commercializeable, such Appointee shall disclose it to both UW TechTransfer and to the WSU Office of Intellectual Property.

**3.7. Determination of Intellectual Property Ownership.** After such disclosure, each Party shall determine whether it has an ownership interest in the IP. In making such determinations, the Parties shall be guided by the following principles:

A. IP developed solely by an Appointee will be the property of the Appointee's Home Institution if no facilities, resources, personnel, students, or grant funds administered by the Receiving Institution were used in the development of the IP.

B. Either Party may have an ownership position in IP if that Party's facilities or resources were used in the IP's development, or if that Party administered a grant that funded the research leading to the IP.

C. If an Appointee develops IP in collaboration with one or more researchers at either WSU or UW, then equitable principles of proportional ownership may be applied.

**3.8. Technology Administration Agreements.** If both WSU and UW have an ownership interest in any IP developed pursuant to this Agreement, then the Parties shall negotiate a Technology Management Agreement to address issues of their

respective ownership, financial interests, and management and control over the IP, as well as any related technology transfer activities.

#### **ARTICLE 4 DISPUTE RESOLUTION**

**4.1. Procedures Defined by This Agreement.** All disputes arising under or in connection with this Agreement and the Programs and activities implemented under it shall be addressed pursuant to the procedures described in this Article 4.

**4.2. Informal Discussions.** If a dispute arises under or in connection with this Agreement, the Parties shall first attempt to resolve the dispute by informal discussions between the Deans.

**4.3 Dispute Resolution Panel.** If informal discussions by the Deans fail to resolve the dispute, the Parties agree to refer the matter to a three-person panel ("Panel") composed of one individual selected by the CFR Dean ("CFR Delegate"), one individual selected by the CAHNRS Dean ("CAHNRS Delegate"), and one individual selected jointly by the CFR Delegate and CAHNRS Delegate.

**4.4. Panel's Discretion; Decision is Binding.** The Panel shall have authority to conduct fact-finding and hearings at its discretion and in accordance with procedures of its choosing. The Panel shall issue a written opinion announcing its decision, which shall be binding upon the Parties and not subject to further appeal.

**4.5. Costs.** The Parties shall share equally all costs incurred by the Panel and associated with the dispute resolution procedures defined herein. Otherwise, each Party shall be responsible for its own costs, including any attorneys' fees.

#### **ARTICLE 5 DURATION AND TERMINATION**

**5.1. Duration.** Unless terminated, this Agreement will remain in force for a period of five years. After the initial five-year period, and at each five-year anniversary thereafter, this Agreement may be renewed by mutual written consent.

**5.2. Termination with Notice.** Either Party may terminate this Agreement by giving six months' written notice to the other Party.

**5.3. Termination without Notice.** A Receiving Institution may suspend an Appointee for reasons of safety or misconduct. In the case of an allegation regarding safety or misconduct, which may include, without limitation, engaging in unlawful discriminatory actions, the Receiving Institution may terminate the Appointee's privileges and status with twenty-four (24) hours advance notice to the Home Institution. If the Appointee's employment relationship with the Home Institution expires or is terminated, the Receiving Institution's obligations under this Agreement may become void and unenforceable at the Receiving Institution's election. The Home Institution agrees to notify the Receiving Institution of the expiration or termination of any and all individuals serving as Appointees under this Agreement within forty-eight (48) hours of taking any such action.

**5.4. Effect of Termination on Appointees' Status at Receiving Institution.** Upon the termination of this Agreement, all Appointees' rights and privileges as faculty members of their respective Receiving Institutions will be extinguished insofar as such rights and privileges arise under or derive from this Agreement.

## **ARTICLE 6 MISCELLANEOUS PROVISIONS**

**6.1. Amendments.** This Agreement may be amended by mutual agreement of the Parties. Such amendment will be binding only if it is in writing and signed by an authorized representative of each Party.

**6.2. Hold Harmless.** Each party agrees to hold the other harmless from liability of any nature whatsoever arising out of injury to persons or property.

**6.3. Non-discrimination.** Neither party will discriminate against any Appointee or applicant for an Appointee position because of race, color, creed, religion, national origin, sex, sexual orientation, age, marital status, disability, or status as a disabled or Vietnam-era veteran.

**6.4. Entire Agreement.** This Agreement constitutes the complete understanding of the Parties and replaces and supersedes all prior representations, agreements, and understandings, whether written or oral, between the Parties relating to the subject matter hereof, including the Memorandum of Understanding between University of Washington and Washington State University for Cooperative Extension Program in Forestry dated November 9, 1987 ("1987 MOU"); provided, that (a) any individuals appointed under the 1987 MOU are deemed to have been properly appointed pursuant to this Agreement, and (b) the appointments of any such individuals will be governed by this Agreement.

**6.5. Counterparts.** This Agreement may be executed in counterparts, each of which so executed will be deemed to be an original and such counterparts together will constitute one and the same agreement.

The Parties have signed below to indicate their acceptance of the terms of this Agreement, which shall be effective as of the date of the last signature.



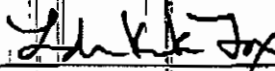
Dr. B. Bruce Bare, Dean  
College of Forest Resources  
University of Washington

Date: 6/6/06



Dr. Daniel J. Bernardo, Dean  
College of Agricultural, Human and  
Natural Sciences  
Washington State University

Date: 7/24/06



Dr. Linda Kirk Fox  
Dean/Director, Extension  
Washington State University

Date: 7/30/06



C# 16908

**ADDENDUM A TO INTERAGENCY AGREEMENT  
FOR COOPERATIVE PROGRAMS  
BETWEEN  
UNIVERSITY OF WASHINGTON  
AND  
WASHINGTON STATE UNIVERSITY  
COOPERATIVE RESEARCH PROGRAM  
IN PLANT PATHOLOGY AND MYCOLOGY**

This writing is an Addendum to the agreement between the above-named parties that was titled "Interagency Agreement for Cooperative Programs between University of Washington and Washington State University" ("the Agreement").

This Addendum to the Agreement ("Addendum") is made and entered into by and between the University of Washington, a public institution of higher education having administrative offices at 1100 N.E. 45<sup>th</sup> Street, Suite 300, Seattle, WA 98105 ("UW"), and Washington State University, a public institution of higher education with offices at Neill Hall 423, PO Box 643140, Pullman, WA 99164-3140 ("WSU"). This Addendum creates a Cooperative Research Program in Plant Pathology and Mycology.

**BACKGROUND**

A. UW and WSU are parties to the above-named Agreement for Cooperative Programs which promotes their mutual interest in research and education related to natural and agricultural resources. This Addendum recognizes that the Parties each have major education and research lines encompassing plant pathology and mycology; and

B. UW and WSU wish to strengthen their respective research and educational efforts in plant pathology and mycology by establishing a program facilitating collaboration between WSU and UW scholars, the exchange of faculty, graduate students, and research scientists, and the sharing of publications, data, scientific materials, and other information; and

C. UW and WSU wish to establish such a program under terms governed by the Agreement and this Addendum.

The Parties agree as follows:

## SECTION 1 RELATION OF ADDENDUM TO AGREEMENT

**1.1 Incorporation of Agreement.** The Agreement is incorporated herein by this reference.

## SECTION 2 THE PROGRAM

**2.1 PPM Program.** The Parties hereby create the WSU and UW Cooperative Research Program in Plant Pathology and Mycology ("PPM Program" or "Program"), and agree that their respective rights and obligations with respect to the Program, its administration and support, and all research and intellectual property arising from it, shall be as set forth in the Agreement and this Addendum.

**2.2 Deans Shall Administer.** The Deans of the UW College of Forest Resources ("CFR") and the WSU College of Agricultural, Human and Natural Resource Sciences ("CAHNRS") shall administer the Program on behalf of UW and WSU, respectively. Such administration shall consist of actions the Deans, in their discretion, and subject to the policies and procedures of their respective institutions, deem necessary and appropriate to carry out the Program. References in this Addendum to the Deans shall be understood to mean either the Deans or their designated representatives.

**2.3 Faculty Member Appointment.** WSU shall designate Dr. Dean Glawe to be a WSU faculty member involved with the program. Dr. Glawe is and will remain an employee of WSU and will not be an employee of UW, but he will be subject to and shall abide by all UW policies and procedures, including, without limitation, conflict of interest and outside consulting procedures. It will be necessary for Dr. Glawe to enter into a PPM Program appointment agreement, which shall: (a) be consistent with the Agreement and this Addendum; (b) include all terms of the Agreement or Addendum that may impose a duty on Dr. Glawe; and (c) recognize, acknowledge, and provide, among other things, that although WSU remains Dr. Glawe's employer, he will be required to comply with UW's policies and procedures while engaged in services at the UW. At the discretion of the CFR Dean, and with the concurrence of the voting faculty of CFR, Dr. Glawe may be given an appointment as a professor without tenure ("WOT") at UW (or appointed to some other status).

Dr. Glawe is neither a party to nor a third-party beneficiary of the Agreement or this Addendum.

**2.4 Program Review.** The Parties shall review and evaluate the Program every five (5) years. Such review shall be conducted by the faculty chair of CFR and the WSU Department of Plant Pathology and submitted to the Deans of CFR and CAHNRS, respectively.

### **SECTION 3 UW OBLIGATIONS**

**3.1 Support.** CFR shall provide office space, laboratory space, UW networked computer connections, and other non-personnel support services as may be reasonably necessary to support Dr. Glawe. Such facilities and support shall be dependent on availability and the associated costs shall be borne by CFR.

**3.2 Staff Support.** CFR shall provide staff support for Dr. Glawe upon UW and WSU completing suitable arrangements for sharing the cost.

### **SECTION 4 WSU OBLIGATIONS**

**4.1 Employment and Salary.** WSU shall continue to be Dr. Glawe's employer, and as such be responsible for the usual indicia of employment, including, without limitation, salary, taxes, benefits, and liability coverage. It is agreed and understood that Dr. Glawe is not to be considered an employee of the UW.

**4.2 Staff Support.** CAHNRS shall provide staff support upon UW and WSU completing suitable arrangements for sharing the cost of such support.

### **SECTION 5 RESEARCH ADMINISTRATION**

**5.1 Grant Submission and Indirect Costs.** Dr. Glawe may submit grants through either UW or WSU, provided that submissions shall be made through the university where the larger proportion of the proposed research will be conducted. Indirect costs will be retained by the institution through which the grant is submitted unless otherwise agreed in writing between the UW Office of Sponsored Programs and the WSU Office of Grant and Research Development. Prior to submitting a grant proposal, Dr. Glawe shall discuss the proposed project with the two Deans in

order for them to confirm through which university the grant proposal will be submitted. This review and determination shall be made in accordance with section 3.4 of the Agreement.

**5.2 Exchange of Funds.** The exchange of project funds under this Agreement shall be in accordance with standard UW, WSU, and state of Washington policies.

**5.3 Equipment.** Equipment owned by WSU may be located at UW, but if so will remain the property of WSU. The CAHNRS Dean will document equipment owned by WSU that is located at UW under the PPM Program. Equipment purchased on grants will be the property of the institution through which the grant is received unless ownership is retained by the sponsor of the grant.

## **SECTION 6 INTELLECTUAL PROPERTY**

**6.1 Disclosure of IP.** If Dr. Glawe is a developer of any technology that may be protectable as intellectual property ("IP") or commercializeable, he shall disclose it to both UW TechTransfer and to the WSU Office of Intellectual Property.

**6.2 Ownership, Control, and Financial Interests.** The ownership, control, and financial interests related to IP will be determined in accordance with sections 3.6, 3.7, and 3.8 of the Agreement.

## **SECTION 7 TERMINATION OF THE PROGRAM**

**7.1 Termination with Notice.** Either Party may terminate this Addendum and the Program by giving thirty (30) days written notice to the other Party.

**7.2 Termination by Cessation of Dr. Glawe's Employment.** If WSU for any reason terminates Dr. Glawe's employment with WSU, this Addendum and the Program will be deemed terminated effective at the end of business on the last day of Dr. Glawe's employment with WSU, or at a later date if UW so elects.

**7.3 Effect of Termination on Dr. Glawe's UW Status.** Upon the termination of the Agreement or this Addendum, Dr. Glawe's rights and privileges as a UW professor WOT will be extinguished insofar as such rights and privileges arise under or derive from this Addendum and/or the Agreement.

**SECTION 8  
MISCELLANEOUS**

**8.1 Amendments.** This Addendum may be amended by mutual agreement of the Parties. Such amendment will be binding only if it is in writing and signed by an authorized representative of each Party.

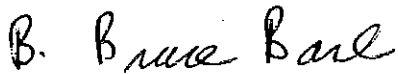
**8.2 Defined Terms.** All capitalized terms in this Addendum have the meaning as provided in the Agreement.

**8.3 Counterparts.** This Addendum may be executed in counterparts, each of which so executed will be deemed to be an original and such counterparts together will constitute one and the same agreement.

The Parties have signed below to indicate their acceptance of the terms of this Addendum, which shall be effective as of the date of the last signature.

UNIVERSITY OF WASHINGTON

WASHINGTON STATE UNIVERSITY



Dr. B. Bruce Bare, Dean  
College of Forest Resources

Date: 6/6/06



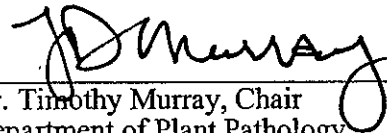
Dr. Daniel J. Bernardo, Dean  
College of Agricultural, Human and  
Natural Sciences

Date: 6/7/06



Dr. Rick Gustafson, Chair  
College of Forest Resources

Date: 6/5/06




Dr. Timothy Murray, Chair  
Department of Plant Pathology  
College of Agricultural, Human and  
Natural Sciences

Date: 6/11/06



Carol A. Zuides  
Asst. Vice Provost for Research  
Office of Sponsored Programs

Date: 6/02/06



Daniel G. Nordquist, Director  
Office of Grant and Research  
Development

Date: 6/14/06

This Addendum is to outline invoicing instructions for the Interagency Agreement for Cooperative Programs under Addendum Number A between University of Washington and Washington State University for the Cooperative Research Program in Plant Pathology and Mycology. The following Section 5.2 has been deleted in its entirety and replaced with the following:

**5.2 Exchange of funds: ALLOWABLE COST AND PAYMENT**

A. WSU will reimburse UW for direct costs incurred in the performance of this Subcontract, provided that:

- 1. The total of such costs does not exceed \$25,000 over the 5-year contract period;
- 2. Such costs were allowable by terms of this Interagency Agreement; AND
- 3. Such costs are incurred in accordance with UW's established policy and procedure.

B. UW will submit vouchers to the WSU for reimbursement at least quarterly, but not more often than monthly, in duplicate to the following address:

General Accounting  
Washington State University  
P.O. Box 641025  
Pullman, WA 99164-1025

In order for UW to receive payment, these vouchers must be in sufficient detail to indicate clearly the nature of all expenses. Vouchers must include cost details, cumulative totals and be signed by a duly authorized individual that attests to the truth and accuracy of the invoice. These vouchers must include reference to the WSU Contract number C16908. The final voucher must be submitted within 30 calendar days after the termination date of this Agreement, and must be marked "Final" by UW.

All other terms and conditions are as describe in original agreement.

IN WITNESS WHEREOF, the parties hereto have executed this addendum.

**WASHINGTON STATE UNIVERSITY**

*Richard A. Heath, Sr.*

Signed

Richard A. Heath, Sr. Associate Vice President  
Business Affairs

*12/6/07*

Date

*Brenda R. Hullj*  
Reviewed and Recommended by

*for* Dan Nordquist, Director OGRD

*11/30/07*

Date

**UNIVERSITY OF WASHINGTON**

*Jeffrey Cheek*

Jeffrey Cheek  
Associate Vice Provost for  
Research Compliance & Operations  
Office of Sponsored Programs

*Elroy Carlson*  
*Interim Associate Director*  
*Acting for Jeffrey Cheek*

Date

*JAN 23 2008*

Tax ID Number

**91-6001537**