

**AGREEMENT BETWEEN  
WASHINGTON STATE UNIVERSITY  
AND  
NATIONAL ASSOCIATION OF STUDENT PERSONNEL  
ADMINISTRATORS (NASPA) – STUDENT AFFAIRS  
ADMINISTRATORS IN HIGHER EDUCATION REGION V**

**I. PARTIES**

This agreement (AGREEMENT) is made and entered into by and between Washington State University, an institution of higher education and agency of the state of Washington ("WSU"), by and through its Gender Identity/Expression and Sexual Orientation Resource Center, a unit in the Division of Student Affairs, Equity and Diversity, and the National Association of Student Personnel Administrators (NASPA) - Student Affairs Administrators in Higher Education, Region V ("NASPA Region V"), a non-profit corporation organized under the laws of the District of Columbia. In this AGREEMENT, the above entities are jointly referred to as PARTIES.

**II. PURPOSE**

This AGREEMENT sets forth the terms and conditions governing the provision of Washington State University's hosting services for the Power of One Conference, the Northwest Lesbian, Gay, Bisexual, and Transgender (LGBT) Leadership conference supported by and administratively housed within NASPA Region V.

**III. RESPONSIBILITIES OF THE PARTIES**

A. WSU will provide the following to NASPA Region V under the terms and conditions of this AGREEMENT:

1. Host the 2010 Power of One Conference April 2 – 4, 2010;
2. Receive all of the conference registrations and financial contributions for the Power of One Conference, and maintain a budget therefore; and
3. At the end of the conference, after the budget is reconciled, WSU will retain its fees as provided in Section V herein, and remit any and all remaining funds left in the Power of One conference account to NASPA Region V as provided in Section VI herein.

B. NASPA Region V will provide the following to WSU:

1. Four Thousand Dollars (\$4,000) seed money to assist WSU with the upfront Power of One conference costs;
2. Advertisement and endorsement of the Power of One conference throughout the region; and

3. Act as a liaison from the NASPA Region V advisory board to assist the Power of One conference planning committee.

#### **IV. EFFECTIVE DATE AND DURATION**

Subject to its other provisions, this AGREEMENT shall be effective when the last signatory executes this AGREEMENT, and shall be completed by June 30, 2010, unless terminated sooner as provided in this AGREEMENT.

#### **V. COMPENSATION**

A. Compensation provided under this AGREEMENT shall be as follows:

1. Washington State University will withhold 8% of the revenues from registration fees as compensation for its hosting services provided, and shall return all excess funds to NASPA Region V.

#### **VI. BILLING AND PAYMENT**

A. After the conference is completed and the budget reconciled, Washington State University will promptly remit all funds in excess of conference costs (which include WSU fees) to NASPA Region V at the following address:

Wendy Endress  
Executive Associate to the Vice President  
Evergreen State College  
2700 Evergreen Parkway North West  
Olympia, Washington 98505.

#### **VII. TERMINATION**

Either PARTY may terminate this AGREEMENT for any reason upon 30 days prior written notification to the other PARTY. The PARTIES shall be liable only for obligations incurred up to the date of such termination.

#### **VIII. AMENDMENTS**

This AGREEMENT may be amended by mutual agreement of the PARTIES. Such amendments shall not be binding unless they are in writing, signed by personnel authorized to bind each of the PARTIES, and attached to this AGREEMENT.

#### **IX. DISPUTE RESOLUTION**

In the event that a dispute arises under this AGREEMENT that the PARTIES can not resolve, the dispute shall be determined by a Dispute Panel in the following manner: Each PARTY to this AGREEMENT shall appoint one member to the Dispute Panel. The members so appointed shall jointly appoint one additional member to the Dispute Panel to make a panel of three members.

The Dispute Board so constituted shall review the facts, contract terms and applicable statutes and rules, and make a determination of the dispute. The determination of the Dispute Panel shall be final and binding on the PARTIES. The PARTIES shall share equally the costs, if any, for the services of the Dispute Panel.

#### **X. HOLD HARMLESS**

Each PARTY to this AGREEMENT shall, to the extent permitted by law, indemnify and hold the other harmless for any and all claims, injuries, damages, losses or suits, including attorneys' fees, arising out of its own acts or omissions and those of its officers, employees and agents in the performance of this AGREEMENT. No party to this AGREEMENT shall be responsible for the acts and omissions of those not a party to this AGREEMENT.

#### **XI. GOVERNANCE**

This AGREEMENT is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this AGREEMENT shall be construed to conform to those laws.

#### **XII. ASSIGNMENT**

The work to be provided under this AGREEMENT, and any claim arising thereunder, shall not be assignable or delegable by either PARTY in whole or in part without the express prior written consent of the other PARTY. Any assignment shall be effective only if written, signed by the authorized representatives of each PARTY, and attached to this AGREEMENT.

#### **XIII. NOTICE**

The contact person for all communications regarding the performance of this AGREEMENT shall be:

A. For WSU:

Name: Heidi Adielia Stanton  
College or Department: GIESORC/ Division of Student  
Affairs, Equity & Diversity  
Address: PO Box 647204, Pullman, WA 99164-7204  
Telephone: 509-335-8841  
Fax Number: 509-335-4168

B. For NASPA Region V:

Name: Kari Ellingson  
College or Department: Associate Vice President, University of Utah  
Address: 200 South Central Campus Drive Suite 270, Salt Lake City, UT 84112  
Telephone: 801-587-9600

Fax Number: \_\_\_\_\_

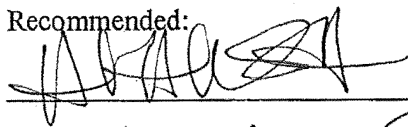
#### XIV. SIGNATURES

The PARTIES affirm that the individuals signing this AGREEMENT have been granted the authority to do so, and by their signature affirm that the PARTIES will comply with the terms and conditions of this AGREEMENT.

WASHINGTON STATE UNIVERSITY

NASPA - STUDENT AFFAIRS  
ADMINISTRATORS IN HIGHER  
EDUCATION REGION V

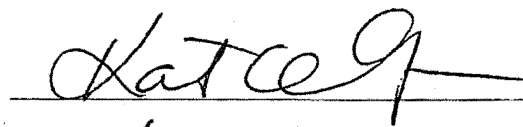
Recommended:



Name: HEIDI ADREIA STANTON

Title: DIRECTOR

Date: 7-13-2010

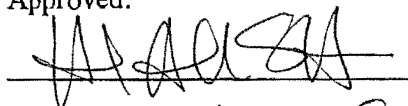


Name: Kari Ellingson, Ph.D.

Title: NASPA Region V Vice President

Date: \_\_\_\_\_

Approved:

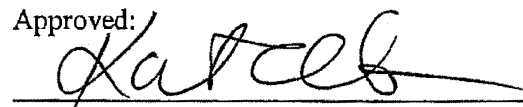


Name: HEIDI ADREIA STANTON

Title: DIRECTOR

Date: 7-13-2010

Approved:



Name: Kari T. Ellingson, Ph.D.

Title: NASPA Region V Vice President

Date: \_\_\_\_\_

Approved:

Danette Kriehn 7/14/10

N. Danette Kriehn  
Contracts Manager  
Washington State University