

**INTERAGENCY AGREEMENT  
BETWEEN  
WASHINGTON STATE UNIVERSITY  
AND  
EASTERN WASHINGTON UNIVERSITY**

**THIS INTERAGENCY AGREEMENT** (the "Agreement") is by and between Washington State University (hereafter referred to as "WSU") and Eastern Washington University (hereafter referred to as "EWU"). Both WSU and EWU are institutions of higher education and agencies of the state of Washington.

**IT IS THE PURPOSE OF THIS AGREEMENT** to memorialize the terms and conditions under which the WSU College of Pharmacy will pay EWU a one-time lump sum fee in exchange for no-cost long-term use of EWU's Simulation Manikin ("SimMan 3G").

**NOW, THEREFORE**, the parties agree as follows:

**I. STATEMENT OF WORK**

Each party shall do all things necessary for and incidental to the performance of the duties set forth below.

**A. Duties of WSU:**

1. Pay EWU Fifteen Thousand Eight Hundred Sixty-Two Dollars (\$15,862) upon execution of this Agreement in exchange for WSU's right to use EWU's SimMan 3G at no cost for the next five years, payment includes the cost of the service contract.
2. Store the SimMan at WSU-Spokane in a secure location.

**B. Duties of EWU:**

1. Permit WSU to use the SimMan 3G at no cost for the next five years.
2. Manage the five-year warranty on the SimMan 3G and be responsible for arranging routine maintenance and warranty services for the SimMan 3G.

**C. It is Mutually Agreed:**

1. EWU Dental Clinic, EWU RIDE Program and WSU College of Pharmacy will jointly share use of the SimMan 3G under this Agreement.
2. Each user will be responsible for supplying its own disposables in its use of the SimMan 3G.
3. Use of the SimMan 3G will be scheduled through the Outlook SimMan 3G calendar on a first come, first served basis.
4. If the Agreement is voluntarily terminated by WSU prior to the end of the five year term, WSU will not request a refund or pro-ration of the \$15,862 payment. If the Agreement is terminated in any other manner prior to the end of the five year term, WSU will receive a pro-rata refund of its payment based on the date of such termination.

**II. PERIOD OF PERFORMANCE**

Subject to its other provisions, the period of performance of this Agreement shall be for five (5) years, and shall commence on the later of December 1, 2010 or last date of signature hereto, and be completed on November 30, 2015 (the "Term"), unless terminated sooner as provided herein.

**III. PAYMENT**

Compensation in accordance with this Agreement has been established under the terms of RCW 39.34.130. The parties have estimated that the total cost of carrying out the terms of the Agreement will not exceed \$15,862. Payment for satisfactory performance under the Agreement shall not exceed this amount unless the parties mutually agree to a higher amount prior to the performance of any activities which will cause the maximum payment to be exceeded.

**IV. BILLING PROCEDURES**

EWU shall submit a single invoice to WSU upon execution of this Agreement. WSU shall pay EWU by warrant or account transfer within thirty (30) days of invoicing.

Invoice shall be submitted to:

Washington State University  
Attn: Sarah Kohler  
College of Pharmacy  
105 Wegner Hall  
P.O. Box 646510  
Pullman, WA 99164-6510

Payment shall be remitted to:

Eastern Washington University  
Attn: Rebecca Stolberg  
Dental Hygiene  
310 N Riverpoint Blvd Ste 160  
Spokane, WA 99202

**V. INDEPENDENT CAPACITY**

The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

**VI. MODIFICATION**

This Agreement may be modified or amended on the mutual consent of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

**VII. TERMINATION**

Subject to Section 1.C.4 herein, either party may terminate this Agreement upon 30 days prior written notification to the other party.

If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination. Under this section or the following section, if the parties choose to partially or completely terminate this Agreement, the parties shall either mutually agree how any property involved shall be disposed of. If they are unable to do so, they shall submit the dispute to the Dispute Panel provided for in Section XI.

### **VIII. TREATMENT OF ASSETS**

- A. Title to all property owned and furnished by EWU for use by WSU under this Agreement shall remain EWU'S.
- B. Any property of EWU furnished for WSU's use under this Agreement shall, unless otherwise provided herein or approved by EWU, be used only for the performance of this Agreement.
- C. WSU shall be responsible for any loss or damage to property of EWU provided under this Agreement that results from the negligence of WSU.
- D. If WSU discovers or learns that any EWU property furnished for WSU's use under this Agreement is lost, destroyed or damaged, WSU shall immediately notify EWU and shall take all reasonable steps under the circumstances to protect the property from further damage.
- E. WSU shall surrender to EWU all property of EWU furnished to WSU under this Agreement upon completion, termination or cancellation of this Agreement.

### **IX. DISPUTES**

In the event that a dispute arises under this Agreement that the parties can't resolve, they shall allow the dispute to be decided 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 an additional member to the Dispute Panel. The Dispute Panel 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 hereto. The parties shall equally share the cost for these services of the Dispute Panel.

As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

### **X. 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.

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order.

- A. applicable state and federal statutes and rules;
- B. statement of work; and
- C. any other provisions of the Agreement, including materials incorporated by reference.

**XI. ASSIGNMENT**

The work to be provided under this Agreement, and any claim arising under this Agreement is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

**XII. WAIVER**

A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Agreement.

**XIII. SEVERABILITY**

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this agreement, and to this end the provisions of this Agreement are declared to be severable.

**XIV. ENTIRE AGREEMENT**

This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this agreement shall be deemed to exist or to bind any of the parties hereto.

**XV. CONTRACT ADMINISTRATION**

A designated contract administrator for each of the parties shall administer this Agreement and be responsible for and shall be the contact person for all communications and billings regarding the performance of this Agreement.

The Contract Administrator for WSU is:

Name: Sarah Kohler  
College or Department: College of Pharmacy  
Address: 105 Wegner Hall, PO Box 646510, Pullman, WA 99164-6510  
Telephone: 509-335-4760  
Fax Number: 509-335-7304

The Contract Administrator for EWU is:

Name: Susan Brown  
Contract Services  
Eastern Washington University  
Tawanka 211  
Cheney, WA 99004  
Telephone: 509-359-6403  
Fax Number: 509-359-2266

**XVI. SIGNATURES**

The parties affirm they have designated the persons below to have signature authority for the parties. By their signatures on this Agreement, the parties agree to all of its terms and conditions.

**WASHINGTON STATE UNIVERSITY**

**EASTERN WASHINGTON UNIVERSITY**

Recommended by:

Approved by:

By: *Linda Maclean*

By: *LeeAnn Case*

Name: Linda Maclean

Name: LeeAnn Case

Title: Chair

Title: Associate VP of Business & Auxiliary Svcs

Date: 4/1/08

Date: 3.28.11

Approved by:

By: *Danette Kriehn*

By: \_\_\_\_\_

Name: N. Danette Kriehn  
Contracts Manager  
Washington State University

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: 4/1/11

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