

**INTERAGENCY AGREEMENT
BETWEEN
WASHINGTON STATE UNIVERSITY
AND
COUNCIL OF PRESIDENTS**

THE INTERAGENCY AGREEMENT (the "Agreement") is by and between Washington State University, an institution of higher education and agency of the state of Washington (hereafter referred to as "WSU"), and the Council of Presidents, (hereafter referred to as "COP"), also an agency of the state of Washington.

IT IS THE PURPOSE OF THE AGREEMENT to memorialize the terms and conditions under which WSU and COP have agreed to jointly employ and fund a .1.0 FTE position for Ms. Jane Sherman (hereafter referred to as "Ms. Sherman"), as set forth herein.

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. Employ Ms. Sherman on a 1.0 FTE basis as Vice Provost for Academic Policy and Evaluation;
2. Pay Ms. Sherman's full salary and benefits, subject to reimbursement by COP as set forth below;
3. Authorize Ms. Sherman pursuant to this Agreement and Exhibit A (attached) to provide certain services to COP on a .50 FTE basis for a limited period of time subject to reimbursement as set forth below.

B. Duties of COP:

1. Reimburse WSU within thirty (30) days of receipt of invoice for 50 percent of Ms. Sherman's salary and benefits for those duties performed on behalf of the Council of Presidents
2. Furnish equipment, telephone, internet, materials and supplies, and office space as necessary for Ms. Sherman to accomplish her duties for COP, or,

in lieu of providing these items, COP may reimburse WSU for 100% of its costs of supplying these items for Ms. Sherman; and

3. Pay for travel, training, and related expenses resulting from Ms. Sherman's work for COP.

II. PERIOD OF PERFORMANCE

Subject to its other provisions, the period of performance of the Agreement shall commence on July 1, 2014, and be completed on June 30, 2015 (the "Term"), unless terminated sooner as provided herein. A formal review and evaluation of Ms. Sherman's performance and fulfillment of duties shall be conducted annually.

III. PAYMENT

Compensation for the assistance provided in accordance with the Agreement has been established under the terms of RCW 39.34.130. The parties have estimated that the total cost for the Term of the Agreement will not exceed \$88,098.55. The cost will consist of \$69,423.60 in salary, plus \$18,674.95 in benefits, and the cost of equipment, telephone, internet, material, supplies, and office space. Payment shall not exceed that amount unless the parties mutually agree to a higher amount prior to the commencement of any work which will cause that maximum payment to be exceeded.

IV. BILLING PROCEDURES

WSU shall submit an invoice on or about June 1, 2015, to the COP for the appropriate amounts. Penalties for late payments (defined as those paid beyond thirty (30) days after receipt of invoice) shall be assessed at one percent (1%) per month.

Invoices shall be submitted to:

Council of Presidents
Interinstitutional Committee of Academic Officers
410 11th Avenue SE, Suite 101
Olympia, WA 98501
Phone: 360-292-4100
Fax: 360-292-4110

Payments shall be made to:

Washington State University
Office of the Provost
PO Box 641046
Pullman, WA 99164-1046
Phone: 509-335-5581
Fax: 509-335-0103

V. RECORDS MAINTENANCE

The parties to the Agreement shall each maintain books, records, documents and other evidence which sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the services described herein. These records shall be subject to inspection, review or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to the Agreement will be retained for six year after expiration and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during the period.

Records and other documents, in any medium, furnished by one party to the Agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available the material to any third parties without first giving notice to the furnishing party and giving it a reasonable opportunity to respond. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

VI. RIGHTS IN DATA

INTELLECTUAL PROPERTY, INCLUDING WORKS OF AUTHORSHIP WHICH MAY BE PROTECTED BY COPYRIGHT LAW AND INVENTIONS CONCEIVED OR FIRST REDUCED TO PRACTICE BY MS. SHERMAN WHILE IN THE COURSE OF HER EMPLOYMENT FOR A PARTY DURING THE TERM OF THE AGREEMENT SHALL BE OWNED BY WSU IF MADE SOLELY WHILE MS. SHERMAN IS IN THE COURSE OF HER EMPLOYMENT WITH WSU AND BY COP IF MADE SOLELY WHILE MS. SHERMAN IS IN THE COURSE OF HER EMPLOYMENT WITH COP. INTELLECTUAL PROPERTY MADE BY MS. SHERMAN DURING THE TERM OF THE AGREEMENT WHICH IS MADE IN PART DURING THE COURSE OF HER EMPLOYMENT WITH WSU AND IN PART DURING THE COURSE OF HER EMPLOYMENT WITH COP SHALL BE OWNED JOINTLY BY WSU AND COP. PROPORTION OF OWNERSHIP BY THE PARTIES SHALL BE ALLOCATED BY A GOOD FAITH DETERMINATION OF EACH PARTY'S CONTRIBUTION TO THE INTELLECTUAL PROPERTY OR INVENTION. EACH PARTY SHALL PROMPTLY PROVIDE A WRITTEN DISCLOSURE TO THE OTHER OF ANY INTELLECTUAL PROPERTY AND/OR INVENTIONS DEVELOPED UNDER THE AGREEMENT. NOTWITHSTANDING WHICH PARTY OWNS A GIVEN INTELLECTUAL PROPERTY DEVELOPED BY MS. SHERMAN DURING THE TERM OF THE AGREEMENT, MS. SHERMAN HAS A NON-EXCLUSIVE, PERPETUAL, NON-REVOCABLE LICENSE TO USE ANY

SUCH INTELLECTUAL PROPERTY IN SCHOLARLY OR EDUCATIONAL PUBLICATION(S), IN HER RESEARCH AND IN HER OTHER SCHOLARLY PURSUITS. FURTHER, EACH PARTY SHALL HAVE A NON-EXCLUSIVE, PERPETUAL, NON-REVOCABLE LICENSE TO USE THE RESULTS OF MS. SHERMAN'S EFFORTS IN ANY NON-COMMERCIAL SCHOLARLY, RESEARCH OR EDUCATIONAL ACTIVITY.

VII. MODIFICATION

The Agreement may be modified or amended by mutual agreement 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.

VIII. TERMINATION FOR CONVENIENCE

The Agreement may be terminated for convenience prior to the expiration of its Term only upon the mutual consent of the Parties.

IX. TERMINATION FOR CAUSE

If for any cause, either party does not fulfill in a timely and proper manner its material obligations under the Agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within thirty (30) working days. If failure or violation is not corrected, in addition to other remedies at law, the Agreement may be terminated immediately by written notice of the aggrieved part to the other.

X. FUNDING CONTINGENCY

In the event either party's funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement and prior to normal completion, either party may terminate this Agreement with not less than sixty (60) days' prior written notice, subject to renegotiation under those new funding limitations and conditions.

XI. DISPUTES

In the event that a dispute arises under the 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 the 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 costs, if any, for these services of the Dispute Panel.

As an alternative to the 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.

XII. GOVERNANCE

The 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 the agreement shall be construed to conform to those laws.

In the event of an inconsistency in the terms of the 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.

XIII. NON-DISCRIMINATION

Each party certifies that it will not discriminate in the performance of this Agreement on the basis of race, color, national origin, gender, sexual orientation (to include gender identity), religion, veteran or military status, genetic information, or the presence of any sensory, mental or physical disability or the use of a trained guide dog or service animal by a person with a disability, in compliance with (a) Presidential Executive Order 11246, as amended, including the Equal Opportunity Clause contained therein; (b) Section 503 of the Rehabilitation Act of 1973, as amended, and the Vietnam Era Veterans Readjustment Act of 1974, as amended, and the Affirmative Action Clauses contained therein; (c) the Americans with Disabilities Act of 1990, as amended; and (d) Washington state civil rights and nondiscrimination laws. The parties further agree they will not maintain facilities which are segregated on the basis of race, color, religion or national origin in compliance with Presidential Executive Order 11246, as amended, and will comply with the Americans with Disabilities Act of 1990, as amended, regarding programs, services, activities and employment practices.

XIV. ASSIGNMENT

The work to be provided under the Agreement, and any claim arising under the 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.

XV. WAIVER

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

XVI. SEVERABILITY

If any provision of the Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of the 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 the agreement, and to the end the provisions of the Agreement are declared to be severable.

XVII. ENTIRE AGREEMENT

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

XVIII. CONTRACT ADMINISTRATION

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

The Contract Administrator for WSU is:

Washington State University
Office of the Provost, c/o Donna Clark
PO Box 641046
Pullman, WA 99164-1046
Phone: 509-335-5581
Fax: 509-335-0103

The Contract Administrator for the ICAO is:

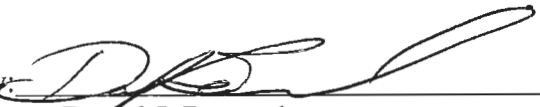
Council of Presidents
Interinstitutional Committee of Academic Officers
410 11th Avenue SE, Suite 101
Olympia, WA 98501
Phone: 360-292-4100
Fax: 360-292-4110



XIX. SIGNATURES

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

**WASHINGTON STATE UNIVERSITY
("WSU")**

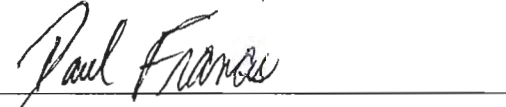
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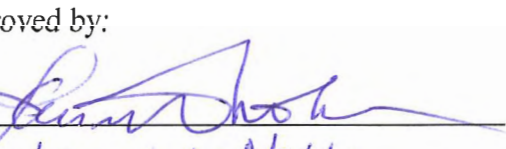
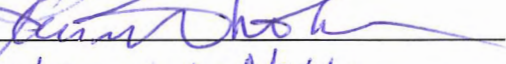
By: 
Name: Daniel J. Bernardo
Title: Provost & Executive VP
Date: 9/26/14

Approved by: 
By: 
Name: Amanda Owen
Title: Contracts Mgr., Finance & Admin
Date: 9/25/14

**COUNCIL OF PRESIDENTS
("COP")**

Recommended by:

By: 
Name: Paul Francis
Title:
Date: 10/13/14

Approved by: 
By: 
Name: Laurel Le Noble
Title: Operations Manager
Date: 10-10-14