WSU C#20220

# INTERAGENCY AGREEMENT
# BETWEEN
# WASHINGTON STATE UNIVERSITY
# AND
# STATE OF OREGON ACTING BY AND THROUGH THE STATE BOARD OF HIGHER EDUCATION ON BEHALF OF OREGON STATE UNIVERSITY

**THIS 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 State of Oregon acting by and Through the State Board of Higher Education on Behalf of Oregon State University located in Corvallis, Oregon (hereafter referred to as "OSU").

**IT IS THE PURPOSE OF THIS AGREEMENT** to memorialize the terms and conditions under which OSU will provide service to David Granatstein and the International Organic Fruit Symposium taking place June 18-21, 2012 in Leavenworth, WA.

NOW, THEREFORE, the parties agree as follows:

## I. STATEMENT OF WORK

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

Duties of OSU:
OSU will provide the technology to broadcast the selected talks at the International Organic Fruit Symposium to a wider audience through the Web using webinar technology. OSU will organize the registration of the webinar participants, handle any on-site technological needs, record the talks, and provide post-production services. The recordings will move through the OSU publishing and review process, including NOP compliance review, and then published to the eXtension website.

OSU will evaluate all of your group's webinars for utility and quality immediately after delivery. OSU will work with your group to evaluate the webinars for quality and utility.

## II. PERIOD OF PERFORMANCE

Subject to its other provisions, the period of performance of this Agreement shall be for four months, and shall commence on May 1, 2012, and be completed on August 31, 2012 (the "Term"), unless terminated sooner as provided herein.

## III. PAYMENT

Compensation for the work provided in accordance with this Agreement has been established under the terms of RCW 39.34.130. The parties have estimated that the cost

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of accomplishing the work will not exceed $7,051.00. Payment for satisfactory performance of the work shall not exceed this amount unless the parties mutually agree to a higher amount prior to the commencement of any work.

## IV. BILLING PROCEDURES

OSU shall submit invoices to WSU not more than a monthly. WSU shall pay OSU for all approved and completed work by warrant or account transfer within thirty (30) days of invoicing. 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:

Washington State University
Controller's Office, Contracts Desk
PO Box 641025
Pullman, WA 99164-1025

## V. RECORDS MAINTENANCE

The parties to this 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 this 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 this period.

Records and other documents, in any medium, furnished by one party to this 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 this 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

"Unless otherwise provided, data that originates from Washington State University as part of this agreement shall be governed by the U.S. Copyright Act of 1976 and shall be owned by WSU. Data originating from WSU shall include, but not be limited to, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register, and the ability

to transfer these rights. Data that originates from Oregon State University shall be owned by OSU."

## VII. 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.

## VIII. MODIFICATION

This 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.

## IX. TERMINATION

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. It they are unable to do so, they shall submit the dispute to the Dispute Panel provided for in Section XI.

## X. TERMINATION FOR CAUSE

If for any cause, either party does not fulfill in a timely and proper manner its obligations under this 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 fifteen (15) working days. If failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved part to the other. See Section IX for the provisions for disposition of property upon the partial or complete termination of this Agreement.

## XI. 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. There shall be no charge to the parties for these services of the Dispute Panel.

## XII. GOVERNANCE

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.

## XIII. 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.

## XIV. 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.

## XV. 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.

## XVI. 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.

## XVII. 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:
Cindy Armstrong
Center for Sustaining Agriculture & Natural Resources (CSANR)
2606 W Pioneer, Puyallup, WA 98371
Telephone: 253-445-4626
Fax Number: 253-445-4579

The Contract Administrator for OSU is:
Patricia A. Hawk
Director, Office of Sponsored Programs
Oregon State University
308 Kerr Adminstration Building
Corvallis, OR 97331-2140
Telephone: 541-737-4933
Fax Number: 541-737-3069

## XVIII. 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**
("WSU")

Recommended by:
By: [signature]
Name: David Granatstein
Title: Principle Investigator
Date: 7-17-12

Approved by:
By: [signature]
Amanda N. Owen
Contracts Manager
Programs
Date: 7-17-12

**OREGON STATE UNIVERSITY**
("OSU")

Recommended by:
By: [signature]
Name: Dr. Alexandra Stone
Title: Lead, eOrganic Community of Practice for eXtension
Date:

Approved by:
By: Vickie Watkins
Name: ~~Patricia A. Hawk~~ Vickie Watkins
Title: ~~Director~~, Office of Sponsored Grant and Contract Officer
Date: 7-11-12