

## **INTERLOCAL AGREEMENT**

THIS Interlocal Agreement (the "Agreement") is made and entered into by and among North Carolina State University ("NCSU"), Washington State University ("WSU").

### **RECITALS**

**WHEREAS**, WSU's College of Veterinary Medicine wishes to provide funding in support of the doctoral/graduate training ("Fellowship") for PhD graduate student, Dr. Josh Stern;

**WHEREAS**, NCSU has agreed to provide the Fellowship for Dr. Stern under the direction of Dr. Kathryn M. Meurs, Associate Dean of Research and Graduate Studies, NCSU;

**WHEREAS**, WSU has been awarded a Morris Animal Foundation ("MAF") Veterinary Fellowship grant, OGRD Number 113066 ("Award"), to provide funding for the Fellowship.

**WHEREAS**, WSU has an existing sub-award, G002953, ("Sub-Award") to reimburse NCSU for up to \$40,000 in Fiscal Year 13 ("FY 13") for Fellowship expenses;

**WHEREAS**, the Parties agree that funds available from the MAF Award are not sufficient to cover NCSU Fellowship expenses in FY13;

**WHEREAS**, WSU agrees to pay NCSU for the cost of fringe benefits in FY13 for Dr. Stern, an expense not covered by the MAF Award; and

**WHEREAS**, the parties to this Agreement are public agencies as defined in RCW 39.34.020 and WSU enters into this Agreement under the authority of Chapter 39.34 RCW.

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

#### **1. STATEMENT OF WORK**

##### **Duties of NCSU:**

- A. NCSU will continue to provide Fellowship for Dr. Josh Stern and will invoice WSU for Fellowship and otherwise perform, as outlined in the Sub-Award, for FY13.
- B. NCSU will provide an itemized invoice to WSU's Veterinary Clinical Sciences department for fringe benefit costs for Dr. Stern, on a quarterly basis.

##### **Duties of WSU:**

- A. WSU will perform its obligations under the Award and Sub-Award.
- B. WSU will pay approximately \$8,685.36 in FY13 fringe benefits on departmental funds for Fellowship expense not covered by the MAF Award.
- C. WSU will pay invoices from NCSU for fringe benefit costs of Dr. Stern within 30 days.

**2. PERIOD OF PERFORMANCE**

Subject to its other provisions, the period of performance of this Agreement shall commence on July 15, 2012, ("Commencement Date") and be completed on July 14, 2013 (the "Termination Date"), unless terminated sooner as provided herein.

The parties wish to formally acknowledge that despite the fact this Agreement is being executed after the Commencement Date, the parties commenced performance on or about the Commencement Date specified above, and desire, to the extent permitted by law, to include in this Agreement the period between such date and the date of execution of this Agreement.

**3. PAYMENT**

Compensation for Fellowship fringe benefit expense not covered by the MAF grant in accordance with this Agreement has been established under the terms of RCW 39.34.130. The parties have estimated this cost to be \$8,685.36 in FY13. Review of anticipated actual costs will be ongoing between the parties throughout the term of this Agreement, and payment may exceed this amount if the parties mutually agree to a higher amount.

**4. BILLING PROCEDURES**

NCSU shall submit invoices to WSU on a quarterly basis. All invoices should include the WSU Contract Number (#20355). WSU shall pay NCSU for all approved charges 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 the person specified below in the Section entitled "CONTRACT ADMINISTRATION."

**5. 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: \_\_\_\_\_ Kathy Dahmen \_\_\_\_\_

Address: \_\_\_\_\_ Veterinary Clinical Sciences \_\_\_\_\_

\_\_\_\_\_ PO Box 646610 \_\_\_\_\_

\_\_\_\_\_ Pullman, WA 99164-6610 \_\_\_\_\_

\_\_\_\_\_

Email: \_\_\_\_\_dahmen@vetmed.wsu.edu\_\_\_\_\_

Telephone: \_\_\_\_\_(509) 335-4156\_\_\_\_\_

Fax Number: \_\_\_\_\_(509) 335-0880\_\_\_\_\_

The Contract Administrator for NCSU is:

Name:

Address:                      Matt Ronning                      Monitored email    sps@ncsu.edu    —  
                                 Sponsored Programs & Regulatory Compliance                      —  
                                 Campus Box 7514                      —  
                                 2701 Sullivan Drive                      —  
                                 Suite 240 Administrative Services III                      —  
                                 Raleigh, NC 27695-7514                      —  
                                 Phone (919) 515-2444 Fax (919) 515-7122    EIN 56-6000756                      —

Email: \_\_\_\_\_

Telephone: \_\_\_\_\_

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

## 6. 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.

## 7. 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.

## 8. 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.

**9. 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.

**10. DISPUTES**

In the event that a dispute arises under this Agreement that the parties cannot 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.

**11. 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.

**12. 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.

**13. 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.

**14. ENTIRE AGREEMENT**

This Agreement contains all the terms and conditions agreed upon by the parties on this subject matter. 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.

## 15. 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 UNIVERSITY

Recommended By:

By: 

Title: Chair, Vet Clinical Sciences

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

Approved By:

By: 

Title: Amanda N. Owen  
Contracts Manager  
Washington State University

Date: 12/5/12

### NORTH CAROLINA STATE

Recommended By:

By: 

Title: Assoc. Dean of Research + Grad. Studies

Date: 11-5-12

Approved By:

By: 

Title: JOHN CHAFFEE  
ASSOCIATE DIRECTOR  
SPONSORED PROGRAMS

Date: 11-2-12

Ref #12-0335