

**INTERAGENCY AGREEMENT
BETWEEN
WASHINGTON STATE UNIVERSITY
AND
UNIVERSITY OF IDAHO**

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 the University of Idaho, a public corporation and state educational institution, and body politic and corporate organized and existing under the Constitution and laws of the state of Idaho (hereafter referred to as "UI").

IT IS THE PURPOSE OF THIS AGREEMENT to memorialize the terms and conditions under which WSU will reimburse UI for part of the cost of salary and benefits of the Interim Director of the WWAMI (Washington, Wyoming, Alaska, Montana and Idaho) regional medical education program, a program with significant participation by WSU and UI.

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. UI will employ the Interim Director of WWAMI and pay the Interim Director's salary and benefits.
- B. WSU will reimburse UI \$50,000 of the cost of the Interim Director's salary and benefits.

II. PERIOD OF PERFORMANCE

Subject to its other provisions, the period of performance of this Agreement shall be for one (1) year, (Fiscal Year 2014) and shall commence on July 1, 2013, and be completed on June 30, 2014, (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 to WSU of accomplishing the work will not exceed \$50,000, consisting of approximately 50% of the cost of salary and benefits for the WWAMI Interim Director. 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 which will cause the maximum payment to be exceeded.

IV. BILLING PROCEDURES

UI shall submit invoices to WSU on not more than a quarterly basis. WSU shall pay UI for all approved and completed work by check, 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:

Maureen Curtin-Evermann
WWAMI Medical Education Program WSU/UI
PO Box 643510
Pullman, WA 99164-3510

Payments shall be made to:

University of Idaho BURSAR
C/O WWAMI Medical Education Program
875 Perimeter Drive, MS 4207
Moscow, ID 83844-4207

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. 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.

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.

VII. 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.

IX. 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.

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.

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:

Maureen Curtin-Evermann
WWAMI Medical Education Program WSU/UI
PO Box 643510
Pullman, WA 99164-3510
evermann@wsu.edu
Telephone: 509-335-5635

The Contract Administrator for UI is:

Marlane Martonick
WWAMI Medical Education Program
University of Idaho
875 Perimeter Drive, MS4207
Moscow, ID 83844-4207


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")

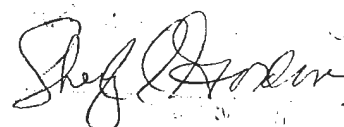
FOR THE REGENTS OF THE
UNIVERSITY OF IDAHO
("UI")

Recommended by:

By: 
Name: Daniel J. Bernards
Title: Interim Provost's Exec VP
Date: 8/4/13

By: 
Name: RONALD E SMITH
Title: Vice President for Finance & Administration
Date: 7/29/2013

Approved by: 
By: _____
Name: Amanda N. Owen
Title: Contracts Manager
Washington State University
Date: 8/13/13

 AAG
5 Aug. 2013