

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

**THIS INTERAGENCY AGREEMENT** ("Agreement") is by and between Washington State University, an institution of higher education and agency of the state of Washington ("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 ("UI").

**IT IS THE PURPOSE OF THIS AGREEMENT** to memorialize the terms and conditions under which UI will reimburse WSU for part of the cost of salary and benefits of Peter Tozer, a WSU Research Assistant in WSU's School of Economic Sciences, who will provide teaching services to 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. WSU will employ Dr. Tozer and pay Dr. Tozer's salary and benefits for the teaching services provided to UI (Ag Ec 356 in the Fall of 2013 and Ag Ec 289 in the Spring 2014).
- B. For the Term of this Agreement as set forth in Section II below, UI will reimburse WSU the amount of \$16,000 for Dr. Tozer's teaching services.

**II. PERIOD OF PERFORMANCE**

Subject to its other provisions, the period of performance of this Agreement shall be for the Fall 2013 and Spring 2014 Academic Terms and shall commence on August 26, 2013, and be completed on May 16, 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 of accomplishing the work will not exceed \$16,000 (\$12,520 for salary and \$3,480 for benefits). 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**

WSU shall submit invoices to UI on a monthly basis. UI shall pay 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:

University of Idaho  
Attn: Cheryl Sodorff, Director  
College of Agricultural and Life Sciences  
875 Perimeter Dr MS 2335  
Moscow ID 83844-2335  
[csodorff@uidaho.edu](mailto:csodorff@uidaho.edu)

Payments shall be made to:

Washington State University  
Attn: Esther Tate  
P.O. Box 646241  
Pullman WA 99164-6241

#### **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, any data that originates from this Agreement, data relating to UI students and records regarding UI students and classes, shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by UI. All other data and intellectual property created or produced by Dr. Tozer during the Term of this Agreement shall be deemed to have been created in the course of Dr. Tozer's employment at WSU.

## **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. Notwithstanding this provision, Dr. Tozer shall abide by the laws and policies governing UI faculty while performing his teaching duties under this Agreement.

## **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. If they are unable to do so, they shall submit the dispute to the Dispute Panel. provided for in Section XII.

## **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. HOLD HARMLESS**

Each party to this Agreement shall be responsible for its own acts and/or omissions and those of its officers, employees and agents in the performance of this Agreement. No party to this Agreement shall be responsible for the acts and omissions of those entities or individuals not a party to this Agreement.

## **XII. 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. The Parties to this Agreement will share in the costs for the services, if any, for the Dispute Panel.

## **XIII. 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.

## **XIV. NON-DISCRIMINATION**

There will be no discrimination in the performance of this Agreement on the basis of race, religion, creed, color, national origin, families with children, sex, marital status, sexual orientation (including gender identity), age, genetic history, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability, or the use of a trained dog guide 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) applicable non-discrimination laws of the state of Washington. 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.

#### **XV. 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.

#### **XVI. 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.

#### **XVII. 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.

#### **XVIII. 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.

#### **XIX. 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:

Esther Tate, Hulbert Hall Business Center Manager  
College of Agricultural, Human, and Natural Resource Sciences  
Washington State University  
P.O. Box 646241  
Pullman WA 99164-6241

509-335-6885  
FAX 509-335-2926  
estate@wsu.edu

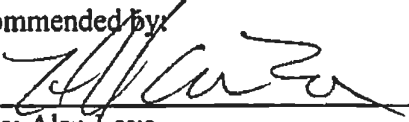
The Contract Administrator for UI is:  
Cherryl Sodorff, Director  
College of Agricultural and Life Sciences  
875 Perimeter Dr MS 2335  
Moscow ID 83844-2335  
208-885-6027  
csodorff@uidaho.edu

**XX. SIGNATURES**


The parties affirm they have designated the persons below to have signature authority for the parties. Recognizing that the period of performance commenced prior to execution of this Agreement, by their signatures on this Agreement, the parties herewith agree to all of its terms and conditions.

**WASHINGTON STATE UNIVERSITY**

Recommended by:


By:   
Name: Alan Love  
Title: Director, School of Economic Sciences  
Date: 9/20/13

Approved by:


By:   
Name: Christine R. Hoyt  
Title: Contracts Manager  
Date: 9-23-13

**UNIVERSITY OF IDAHO**

Recommended by:

By:   
Name: Cathy Robinson  
Title: Dept. Head, AERS  
Date: 9/19/2013

Approved by:

By:   
Name: Cherryl Sodorff  
Title: Director/Fiscal Officer  
Date: 9/19/13