

C# 21284

**INTERAGENCY AGREEMENT
BETWEEN
WASHINGTON STATE UNIVERSITY
AND
GEORGIA GWINNETT COLLEGE**

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 Georgia Gwinnett College, a public institution of higher education within the Board of Regents of the University System of Georgia located in Lawrenceville, Georgia (hereafter referred to as "GGC").

IT IS THE PURPOSE OF THIS AGREEMENT to memorialize the terms and conditions under which GGC will provide coordination of all in-person meetings for the NSF EAGER project (EF-1345033) for all program participants under the direction of Dr. William B. Davis of Washington State University.

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. GGC shall provide coordination and facilitation of meetings and travel pursuant to "Attachment A - Milestones" and "Attachment B - Scope of Work." WSU shall provide payment to GGC under the terms and conditions of this agreement.

II. PERIOD OF PERFORMANCE

Subject to its other provisions, the period of performance of this Agreement shall commence on November 1, 2013, and be completed on August 31, 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 annual cost of accomplishing the work will not exceed \$ 17,644. 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. Compensation for services shall be based on the following rates and in accordance with the items in "Attachment A - Milestones".

IV. BILLING PROCEDURES

GGC shall submit invoices to WSU as work is completed but not more than on a monthly basis. WSU shall pay GGC for all approved and completed work by warrant or account transfer within thirty (30) days of invoicing.

Invoices shall be submitted to:

Washington State University
Attn: Accounts Payable
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, any data that originates from this Agreement shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by WSU. Data 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.

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. If 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 party 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.

As an alternative to this 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

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.

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:
Name: Kimberly Dudley
College or Department: School of Molecular Biosciences
Address: PO Box 647520, Pullman WA 99164-7520
Telephone: (509) 335-0498
Fax Number: (509) 335-4159


The Contract Administrator for GGC is:
Name: Glenn Pfeifer
College or Department: Office of Research and Sponsored Programs
Address: 1000 University Center Lane, Lawrenceville, GA 30034
Telephone: (678) 407-5244
Fax Number: (678) 407-5014

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.

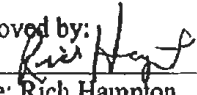
WASHINGTON STATE UNIVERSITY
("WSU")

Recommended by:
By: 
Name: Dr. William B. Davis
Title: Associate Dean of Undergraduate Studies
Date: 12/19/13

Approved by:
By: 
Name: Christine R. Hoyt
Title: Contracts Manager
Date: 12-19-13

Georgia Gwinnett College
("GGC")

Recommended by:
By: 
Name: Dr. Judy Awong-Taylor
Title: Associate Dean/Professor, Biology
Date: 12-19-13

Approved by:
By: 
Name: Rich Hampton
Title: Director of Purchasing
Date: 12-19-13

Attachment A - Milestones

PULSE-EAGER Grant: Raising the Pulse (RtP) Meeting in Atlanta, Ga. Jan 24-25, 2014 at the Atlanta Airport Marriott Gateway.

Milestone	Description of Milestone	Required Deliverable	Completion Date	Amount
Milestone 1	Discuss meeting arrangements with Sales Manager, Atlanta Airport Marriott Gateway, for a group 2-day meeting. Group meeting to include meeting room rental, AV costs, internet costs, meeting breaks (coffee, water, snacks, etc.), catering of all meals (breakfast, lunch & dinner). Tentative dates: Jan 24 -25 th , 2014.	Tentative Group Sales Agreement	Nov 1-ongoing	
Milestone 2	GGC review and approval of tentative Group Sales Agreement	Official GGC review and approval	ongoing	
Milestone 3	Sign final group sales agreement with the Atlanta Airport Marriott Gateway. Agreement to be signed by GGC.	Signed Group Sales Agreement	Upon receipt of WSU contract/sub-award	
Milestone 4	Meet and discuss details of meeting with assigned Event Manager, Atlanta Airport Marriott Gateway. Details include room, AV needs, food for breaks, and meals. Submit state tax exempt forms.	Atlanta Airport Marriott Gateway Event Order	month prior to planned meeting	
Milestone 5	Review, confirm, and sign Event Order	Signed Atlanta Airport Marriott Gateway Event Order	month prior to planned meeting	

Milestone	Description of Milestone	Required Deliverable	Completion Date	Amount
Milestone 6	GGC prior travel approvals for participants attending Atlanta meeting	Approved prior travel forms (VPASA office)	month prior to planned meeting	
Milestone 7	Meeting: Day 1 Meet with Event Manager at Atlanta Airport Marriott Gateway Event Order. Review event order, room set, AV needs, meals, etc.	RtP Meeting at the Atlanta Airport Marriott Gateway	Friday January 24 th , 2014	
Milestone 8	Meeting: Day 2 Meet with Event Manager at Atlanta Airport Marriott Gateway Event Order. Review event order, room set, AV needs, meals, etc.	RtP Meeting at the Atlanta Airport Marriott Gateway	Saturday January 25 th , 2014	
Milestone 9	Review invoice from Atlanta Airport Marriott Gateway.	Final invoice from Atlanta Airport Marriott Gateway.	Week after planned meeting	
Milestone 10	Payment to Atlanta Airport Marriott Gateway.	GGC submits payment to Atlanta Airport Marriott Gateway.	2-3 week after planned meeting	Estimated: \$3,300.00
Milestone 11	Reimbursements and stipends to participants attending meeting	GGC submits reimbursement checks to participants attending meeting	4-6 weeks after planned meeting	Estimated: \$14,300.00
Milestone 12	GGC prepares and submits invoices to WSU for reimbursement.	GGC submits invoices to WSU	6-8 weeks after planned meeting	Estimated bills: \$17,500.00

Attachment B - Scope of Work

Dr. Judy Awong-Taylor will be responsible for organizing and coordinating all In-Person meetings. All meetings will take place in Atlanta at the Atlanta Airport Marriott Gateway Hotel. Atlanta is easily accessible from all regions of the country and many airlines provide direct flights to Atlanta. The Atlanta Airport Marriott Gateway Hotel is directly connected to Atlanta Hartsfield Airport by train which will allow participants to travel directly from the airport to the hotel without having to take shuttles or taxis. Dr. Awong-Taylor will be responsible for making all local arrangements, organizing and coordinating the Atlanta In-Person Meetings, and overseeing travel reimbursements to all participants of the meetings. Dr. Awong-Taylor will also be responsible for all interim and final reports related to this scope of work. Georgia Gwinnett College will assist Dr. Judy Awong-Taylor with reimbursements of all travel-related expenditures associated with the In-Person meetings