

**INTERAGENCY AGREEMENT BETWEEN
WASHINGTON STATE UNIVERSITY
AND
UNIVERSITY OF WASHINGTON
REGARDING DEVELOPMENT OFFICER FOR WWAMI MEDICAL EDUCATION
PROGRAM - SPOKANE**

1. PARTIES

THIS INTERAGENCY AGREEMENT (AGREEMENT) is entered into by and between Washington State WSU (WSU) and University of Washington (UW). WSU and UW are agencies of the State of Washington. In this AGREEMENT, the above entities are jointly referred to as PARTIES.

2. PURPOSE

- 2.1 The WWAMI (Washington, Wyoming, Alaska, Montana and Idaho) Medical Education Program is a collaborative medical education program accredited through the UW School of Medicine which allows first year medical students to take their initial year of medical school at, among other locations, the Spokane branch of WSU.
- 2.2 WSU and UW have agreed it to be in their mutual best interests for a development officer (Development Officer) to be hired to implement a combined fundraising effort for WWAMI and have agreed that the costs associated with the Development Officer's salary and benefits, as well as operating expenses, will be shared equitably and allocated between the PARTIES.
- 2.3 This AGREEMENT sets forth the responsibilities and costs regarding the employment of the Development Officer and providing such person the support and resources as reasonably necessary to perform his or her duties to WSU and UW.

THEREFORE, the PARTIES agree as follows:

3. DUTIES OF WSU

- 3.1 Hire the Development Officer. As of the execution of this AGREEMENT, Nancy Fike has been hired to fill the position of Development Officer with a start date of November 5, 2012. Should Ms. Fike leave this position for any reason, this AGREEMENT will remain in effect for its stated term and will apply to any subsequent person hired to fill the role of Development Officer.
- 3.2 Do all things reasonable and necessary, including administrative actions, to pay the Development Officer a fixed salary of \$90,000 annually and associated benefits of \$27,000 annually and operating costs and expenses of the Development Officer's duties in the amount of approximately \$33,000 annually. Additionally, WSU will provide the Development Officer with fringe benefits as are provided to analogous WSU employees.

- 3.3 Provide Development Officer with such office support, equipment, materials, supplies, office space, and logistical support as necessary for Development Officer to accomplish his or her duties to the PARTIES.

4. DUTIES OF UW

- 4.1 Compensate WSU for 50% of the costs associated with the Development Officer's salary and benefits, as well as operating expenses.

5. DEVELOPMENT OFFICER DUTIES

- 5.1 The Development Officer will focus exclusively on fundraising for support of WWAMI Spokane students with a priority for scholarship support.
- 5.2 The Development Officer will report jointly to Caroline Anderson, assistant vice president, UW Medicine and to Brady Crook, Director of Campus and Regional Development, WSU Spokane, or to their successors.
- 5.3 The Development Officer shall fulfill other duties as shall be specified by the PARTIES from time to time.

6. AGREEMENT TERM

This AGREEMENT shall become effective on November 5, 2012 (Effective Date), and shall be completed on November 14, 2015 (the Initial Term), unless extended by mutual written agreement of the PARTIES.

The PARTIES wish to formally acknowledge that despite the fact this AGREEMENT is being executed after the Effective Date, the PARTIES commenced performance on or about the date specified herein as the Effective Date, and desire to include in this AGREEMENT the period between the Effective Date and the date of execution of this AGREEMENT.

7. PAYMENT TERMS

- 7.1 Compensation for the work provided in accordance with this AGREEMENT has been established under the terms of RCW 39.34.130. Each PARTY hereto will fund fifty percent (50%) of the costs attributable to the Development Officer position, up to \$75,000 per year for the three-year Initial Term, to cover salary, benefits and operating expenses in support of this position.

Estimated costs for this position during the Initial Term are:

Salary	\$90,000
Benefits	\$27,000
<u>Operations</u>	<u>\$33,000</u>
Total:	\$150,000

If the PARTIES find it desirable or necessary to give additional salary to the Development Officer during the Initial Term, the PARTIES agree that the total

amount to be contributed by UW shall not exceed \$75,000 annually, and that WSU will effectively request from UW less than 50% contribution for the operating expenses in order to offset the higher salary.

Funding for the position beyond the Initial Term will be determined after reviewing the progress of the program.

- 7.2 Since the Development Officer will be based in Spokane, payroll for this position will be processed by WSU.

UW shall make payment to WSU for 50% of the salary, benefits and operating expenses in support of the Development Officer, with the first payment due on April 30, 2013 for costs through March 31, 2013 and payments due quarterly thereafter. WSU shall invoice UW thirty (30) days prior to the due date of each payment.

- 7.3 Invoices should be sent to UW at the following address:

Name/Title: David C. Green/ Chief Financial Officer
Address: UW School of Medicine
Address: HSB D-303, Box 356340
City/State/Zip: Seattle, WA 98195-6340

- 7.4 Checks shall be made payable to Washington State University and Sent to:

Name/Title: Gretchen Eaker, Financial/Budget Manager
Address: WSU/Spokane
Address: PO Box 1495
City/State/Zip: Spokane, WA 99210-1495

8. TERMINATION

- 8.1 **Termination for Convenience.** This AGREEMENT may be terminated by either PARTY upon written notice delivered to the other PARTY at least six-month's notice prior to the intended date of termination. By such termination, neither PARTY may nullify obligations already incurred prior to the date of termination.
- 8.2 **Termination for Cause.** In the event either PARTY shall commit any material breach of or default in any terms or conditions of this AGREEMENT, and also shall fail to remedy such default or breach within sixty (60) days after receipt of written notice thereof, the non-breaching PARTY may, at its option and in addition to any other remedies which it may have at law or in equity, terminate this AGREEMENT by sending notice of termination in writing to the other PARTY to that effect. Termination shall be effective as of thirty (30) days from the day of receipt of such notice.

9. DISPUTE RESOLUTION

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, AGREEMENT terms and applicable law and rules and make a determination of the dispute. The determination of the Dispute Panel shall be final and binding on the PARTIES. The PARTIES shall equally share the costs, if any, for the services of the Dispute Panel.

10. INTELLECTUAL PROPERTY

PARTIES shall each disclose to the other any Intellectual Property created by Development Officer under or during the terms of this Agreement. Unless otherwise expressly provided by written AGREEMENT, Intellectual Property that originates from this AGREEMENT shall be jointly owned by the PARTIES. If for any reason it is determined that the Development Officer participated in the creation of Intellectual Property which is the individual Intellectual Property of only one of the PARTIES, each PARTY hereby grants to the other PARTY a non-exclusive perpetual right and license to use such Intellectual Property in the furtherance of the educational and research mission of each PARTY.

11. LIABILITY

Each PARTY to this AGREEMENT shall be responsible for its own acts and/or omissions and those of its officers, employees and agents.

12. AMENDMENTS

This AGREEMENT may be 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.

13. ASSIGNMENT

The work to be provided 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.

14. NOTICES

Any notice or communication required or permitted under this AGREEMENT shall be delivered by overnight courier, or by registered or certified mail, postage prepaid and addressed to the PARTY to receive such notice at the address given below. The notice shall be effective as of the date of receipt of such notice:

WSU

Name/Title: James Dalton, Vice Chancellor for Finance

Address: WSU/Spokane

Address: 412 E. Spokane Falls Blvd

City/State/Zip: Spokane, WA 99202

Fax: 509-358-7505

E-mail: dalton@wsu.edu

Phone: 509-358-7558

UW

Name/Title: David C. Green/ Chief Financial Officer

Address: UW School of Medicine

Address: HSB D-303, Box 356340

City/State/Zip: Seattle, WA 98195-6340

Fax: 206-543-1097

E-mail: dccgreen@uw.edu

Phone: 206-685-7481

15. SEVERABILITY AND MERGER

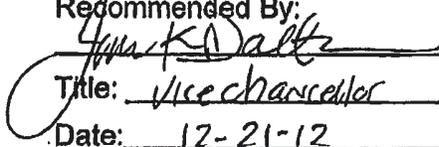
If any provision of this AGREEMENT shall be held invalid, such invalidity shall not affect the other provisions of this AGREEMENT which can be given effect without the invalid provision so long as the remainder conforms to the requirements of applicable law and the fundamental purpose of this AGREEMENT. This AGREEMENT contains all the terms and conditions agreed upon by the PARTIES with respect to the employment and compensation of Development Officer. No other understandings, oral or otherwise, regarding the subject matter of this AGREEMENT shall be deemed to exist or to bind the PARTIES.

16. SIGNATURES

By signing this AGREEMENT the PARTIES agree that they have the authority to sign this document and agree to be bound by its terms.

WSU

Recommended By:

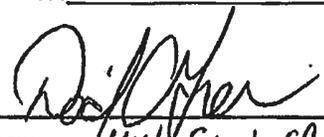

Title: vice chancellor
Date: 12-21-12

Approved By:


Title: Amanda Owen, Contracts Mgr
Date: 1/4/13

UW


Title: N/A
Date: _____


Title: UW School of Medicine, CFO
Date: 12/20/2012