

**INTERAGENCY AGREEMENT
BETWEEN
WASHINGTON STATE UNIVERSITY
AND
STATE OF OREGON ACTING BY AND THROUGH THE STATE BOARD OF
HIGHER EDUCATION ON BEHALF OF OREGON STATE UNIVERSITY**

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 State of Oregon acting by and through the State Board of Higher Education on Behalf of Oregon State University located in Corvallis, Oregon (hereafter referred to as "OSU").

IT IS THE PURPOSE OF THIS AGREEMENT to memorialize the terms and conditions under which OSU (and in particular, the investigator for OSU being Dr. Alexandra Stone) will provide contract services to the laboratory of Dr. Kevin Murphy of Washington State University regarding the project titled "Developing adapted varieties and optimal management practices for quinoa in diverse environments."

NOW, THEREFORE, the parties agree as follows:

I. STATEMENT OF WORK

OSU shall do all things necessary for and incidental to the performance of the duties as described at Exhibit A, the letter of support from Dr. Alexandra Stone, which shall be the Scope of Work for the purposes of this Agreement.

II. PERIOD OF PERFORMANCE

Subject to its other provisions, the period of performance of this Agreement shall be four years, and shall commence on the date it is fully executed, and be completed four years after that date (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 \$86,716. The breakdown of the elements for which WSU agrees to pay is set forth at Exhibit B (the budget justification document). 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.

IV. BILLING PROCEDURES

OSU shall submit invoices to WSU not more than a monthly. All invoices should include the WSU Contract Number. WSU shall pay OSU 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:

Washington State University
Controller's Office, Contracts Desk
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 governed 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.

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.

XII. 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.

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: Kim Small
Title: Director of Sponsored Program Services
Address: Washington State University
240 French Administration Building
P.O. Box 641025, Pullman, WA 99164
Email: sps@wsu.edu
Telephone: 509-335-2058
Fax Number: 509-335-2071

The Contract Administrator for OSU is:

Name: Patricia A Hawk
Title: Director, Office of Sponsored programs
Address: 308 Kerr Admin Bldg,
Corvallis OR 97331
Email: Sponsored.programs@oregonstate.edu
Telephone: 541-737-4933
Fax Number: 541-737-8093

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: [Signature]
Name: Jim Harsh
Title: Crops & Soils Department Chair
Date: 4/30/13

Approved by:
By: [Signature]
Name: Amanda N. Owen
Title: Contracts Manager
Date: 4/25/13

OREGON STATE UNIVERSITY
("OSU")

Recommended by:
By: _____
Name: _____
Title: _____
Date: _____

Approved by:
By: [Signature]
Name: Vickie Watkins
Title: Grant and Contract Officer
Date: 6/4/13

EXHIBIT A
Scope of Work
(To Be Attached)



OSU - Dept. of Horticulture
4017 ALS Bldg., Corvallis, Oregon 97331-7304
T 541-737-3895 | F 541-737-3479
<http://oregonstate.edu/dept/hort>

July 25, 2012

It is my pleasure to write a letter in support of the proposal "Developing adapted varieties and optimal management practices for quinoa in diverse environments", submitted to the NIFA OREI by Dr. Kevin Murphy of Washington State University.

This proposal, which will include the creation of articles, videos, and webinars for <http://eXtension.org>, will benefit eOrganic by expanding our research, science and experience based content, and by improving our ability to answer Ask an Expert questions in this area. eOrganic will support the project by providing the group with a workspace and access to webconferencing tools. In addition, we will provide technical support and peer and NOP compliance review for the publication of:

- a webinar describing the project in year 1
- 2 farm case study articles on how specific farms are growing quinoa and incorporating project findings into their production plans (as in <http://www.extension.org/pages/18352>), including videos (see below) of farmers demonstrating practices
- 3 articles on organic management of quinoa production, quinoa breeding and quinoa markets
- 8 short (1-3 minute) videos on farm or research strategies/tools to be embedded into websites, case studies and articles (eOrganic trains project staff in video capture; eOrganic staff edit, transcribe, manage review, and publish to YouTube)
- a 3-webinar series on quinoa varietal selection for different environments, detailed quinoa agronomy practices, and quinoa processing and marketing
- at least 3 broadcasts of winter trainings: select presentations from winter regional trainings will be broadcast as webinars by eOrganic.
- a moodle-based short course on all aspects of organic quinoa production, culminating in how to develop an OSP related to quinoa agronomy and marketing, utilizing all project information and resources

In conclusion, I fully support the efforts of Dr. Murphy as he seeks funding to support the creation of information related to organic quinoa in collaboration with eOrganic, and improving outreach on this subject to farmers, educators, researchers, and agricultural service providers.

Thank you,

Dr. Alexandra Stone, Lead, eOrganic Community of Practice for eXtension



EXHIBIT B
Cost Breakdown
(To Be Attached)

Budget Justification 67641K Direct Costs/86716 Total Costs, 4 Year Project

Kevin Murphy, WSU: Developing adapted varieties and optimal management practices for quinoa in diverse environments

eOrganic Subaward. Alexandra G. Stone, Oregon State University

Project Total DIRECT Costs for eOrganic Core Subaward

Direct costs in years 1/2/3/4 are \$22250/\$11570/\$11571/\$22250 (plus indirect costs). These core budgets provide direct support of your project activities as well as support for general eOrganic core functions including outreach, evaluation, Ask-an-Expert, and web platform development and support.

Budget Allocation and Justification for eOrganic Subaward

For each project year, eOrganic will allocate your project's eOrganic subaward DIRECT costs as described below. eOrganic will then add appropriate indirect costs (28.20% of direct costs for a NIFA OREI project):

Each year:

Section A. Salaries and Wages Senior/Key Person (\$0). No funds for salary or wages are requested.

B. Other Personnel: 79% of subaward direct costs. OPE is 56% of Salary. (Total Salary and Benefits: \$53436)

Personnel funds will support staff time for the coordination of the following core functions: webinar series, content peer and NOP compliance review, copy editing, eOrganic.info/eXtension/Youtube/Facebook/Twitter site support and development, Ask-an-expert, outreach, and content quality and utility evaluation.

Salary and OPE Year One: \$11267+\$6310=\$17578 Salary and OPE Year Two: \$5859 + \$3281 = \$9140, Salary and OPE Year Three: \$5859 + \$3281 = \$9140, Salary and OPE Year Four: \$11267+\$6310=\$17578

D. Travel: (\$6767)

Travel funds will support eOrganic staff to attend eXtension, professional society, and organic farming conferences to communicate about and market eOrganic to members and stakeholders.

Travel Year One: \$2225 Travel Year Two: \$1158 Travel Year Three: \$1159 Travel Year Four: \$2225

F. Other Direct Costs

F.1. Materials and supplies: (\$7440)

Outreach Materials funds purchase outreach materials and conference fees (bookmarks, brochures, banners, ads in conference brochures, booth fees). Telecommunications fees support eOrganic's webconferencing and webinar services (currently, Adobe Connect and GoToWebinar). Computers and video-audio/IT supplies funds contribute to the cost of staff computers, headsets, microphones, adapters and other IT supplies.

Materials and Supplies Year One: \$2448 Materials and Supplies Year Two: \$1272

Materials and Supplies Year Three: \$1272 Materials and Supplies Year Four: \$2448

Total year one (direct/indirect/total): \$22250/\$6275/\$28525

Total year two (direct/indirect/total): \$11570/\$3263/\$14833

Total year three (direct/indirect/total): \$11571/\$3263/\$14834

Total year four (direct/indirect/total): \$22250/\$6275/\$28525

Total direct costs: \$67641

Total indirect costs: \$19075

Total direct and indirect costs: \$86716