

**INTERAGENCY AGREEMENT
BETWEEN
WASHINGTON STATE UNIVERSITY
AND
WASHINGTON STUDENT ACHIEVEMENT COUNCIL
WASHINGTON STATE GEAR UP**

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 Washington Student Achievement Council GEAR UP located in Olympia, WA (hereafter referred to as "GEAR UP").

IT IS THE PURPOSE OF THIS AGREEMENT to memorialize the terms and conditions under which WSU Conference Management will provide GEAR UP to registration management services.

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. Duties of WSU CM:

1. Provide a customized registration that collects contact, registration and payment information by May 9, 2016 or two weeks from Gear-Up submitting a signed agreement, whichever is later.
2. Conference budget account specific to this conference.
3. A system to collect Mastercard and Visa Payments. (Please note that the 3% credit card transaction fee is the responsibility of the client).
4. A toll free number for registrant assistance, including answering registrant questions about the registration process and payment. Registrants asking questions related to program content will be referred to the GEAR UP website or the Contract Administrator.
5. Electronic access to attendee registration information made available to contract administrator. This attendee information will include financial payment information.
6. Custom full color name tags with holder and lanyards. WSU CM will provide full printed name tags for attendees registered up to one week prior to the conference start date. WSU CM will provide blank name tags with the conference logo for GEAR UP to use for registrations happening after this date. Both the printed and the blank name tags, holders, and lanyards will be shipped to the conference site.
7. Past due collections for up to three months after the completion of the conference.

8. Provide final financial report of all revenue collected and expenses incurred by WSU CM.

B. Duties of GEAR UP :

1. Provide information to WSU CM regarding what fields need to be present on the registration site.
2. All other conference-related tasks not outlined in section A.

II. PERIOD OF PERFORMANCE

Subject to its other provisions, the period of performance of this Agreement shall be for 1 (one) conference year, and shall commence on May 9, 2016, and be completed on February 15, 2017 (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 \$1,800.00 plus \$9 per registrant, 3% credit card fee, and 8% WSU Administrative Service Fee on all revenue kept by WSU. 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 following terms:

- A) \$1,800 for registration management and name tags; and
- B) \$9 per registration record; and
- C) 3% credit card fee; and
- D) 8% WSU Administrative Service Charge for revenue kept by WSU.

IV. BILLING PROCEDURES

WSU CM shall submit itemized expenses to GEAR UP on a quarterly basis. WSU CM will issue payment to GEAR UP for the revenue collected minus all approved and completed work expenses, within thirty (30) days of closing the collection period (See section I.A.7.) or upon GEAR UP indicating that no more collections are necessary, whichever comes first.

Invoices shall be submitted to:

WSAC GEAR UP Program
Attn: Kelly Keeney
917 Lakeridge Way SW
Olympia, WA 98502

Or by email to: kellyk@wsac.wa.gov

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 the State of Washington 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: Jennifer Cook

College or Department: WSU Conference Management

Address: PO Box 645222, Pullman, WA 99164-5222

Telephone: 509-335-5792

Fax Number: 509-335-7781

The Contract Administrator for WSAC GEAR UP is:

Name: Kelly Keeney

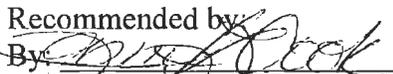
College or Department: WSAC GEAR UP Program

Address: 917 Lakeridge Way SW, Olympia, WA 98502
Telephone: 360-753-7838
Fax Number: 360-704-6238

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: Jennifer Cook
Title: Business Operations Manager
Date: 5/4/2016

Approved by:
By:  5/11/16
Name: Amanda N. Owen
Title: Contracts Manager
Date: Washington State University

WSAC GEAR UP Program
("GEAR UP")

Recommended by:
By: _____
Name: Weiya Liang
Title: Director, College Access & Support
Date: _____

Approved by:
By: 
Name: WEIYA LIANG
Title: Director, College Access & Support
Date: April 25, 2016