

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

This Memorandum of Agreement (MOA) is between the University of Idaho (UI) and Washington State University (WSU). Its purpose is to establish the terms and conditions by which the parties collaborate and sponsor an annual Women’s Leadership Conference.

1. Background and Purpose.

UI and WSU are committed to building stronger and more inclusive communities and networks, providing opportunities for personal and professional growth, and developing pathways that can be used to promote sustaining positive change. To advance these goals, the institutions have collaborated over the past several years to host a Women’s Leadership Conference. The conference takes place each spring and faculty, staff, and students of both institutions, as well as other individuals in the region, participate. The institutions wish to memorialize their understanding concerning their respective responsibilities in support of this annual undertaking.

2. Responsibilities of the Parties.

The parties will be responsible for the following:

- a. Each party will host the Women’s Leadership Conference every other spring semester starting with UI in 2024. The parties will continue to alternate hosting responsibilities every other year during the term of this Agreement.
- b. The hosting party will be responsible for doing all things necessary to plan and administer the conference.
- c. Each party will have a representative presence on each other’s planning committee.
- d. Each party will be designated an equal number of participant seats at the Conference. Each party will be responsible for offering and filling those seats to its constituencies in whatever manner best determined by that party. Within 14 days of the start of the Conference, the parties will release and pool their unused seats. Both parties will endeavor to fill the unused seats which will be offered on a “first come, first served” basis.
- e. The parties will hold a debriefing meeting within 30 days of the conclusion of each year’s Conference to provide an opportunity for direct feedback, as well as an in-depth review of what went well and where adjustments might be made for the following year’s Conference (if applicable).

3. Term of MOA.

The term for this MOA will commence on full execution of this MOA and will end following the debriefing regarding the Spring 2025 Conference, or forty five (45) days after the Spring 2025 Conference if the debriefing has not occurred by that time.

If the parties mutually agree, this MOA may be extended for additional years. The terms of such extension will be made by written amendment signed by personnel authorized to sign on behalf of their parties, and attached to this MOA.

4. Funding.

The parties agree to commit up to thirty thousand dollars (\$30,000) annually from the “Pederson” funds to support administration of the Conference as described herein. Payment will not exceed this amount unless the parties mutually agree in writing to a higher amount which will cause the maximum funding amount to be exceeded.

Funding for the conference will be used to host, plan, and administer the Conference. Except for Conference presenters and speakers, funding will not be used to pay the registration or travel for any Conference participant to attend the Conference.

5. Budget and Billing Procedures; Contacts and Notices.

The hosting party will maintain the Conference budget and a schedule of expenses incurred to administer the Conference. Invoices for payment as provided herein will be provided in sufficient detail that will establish the basis for providing payment in accordance with each of the institutions’ business policies and procedures.

Invoices will promptly be submitted to and approved by the parties as follows:

WSU Pullman Office of the Chancellor
Attn: Hailey James
P.O. Box 641046
Pullman, WA 99164-1046
Or to: hrupp@wsu.edu
509-335-7242

UI Office of the President
Attn: Brenda Helbling
875 Perimeter Drive, MS 3151
Moscow, Idaho 83844-3151
Or to: brendah@uidaho.edu
208-885-9191

Once approved by the parties, WSU will promptly issue payment.

The persons designated above will also serve as the general contact persons for all matters under this agreement. Any notices required under this Agreement will be sent to the above persons.

6. Records Maintenance.

The parties to this Agreement will each maintain books, records, documents and other evidence which sufficiently and properly reflect all costs expended by either party to administer the Conference. These records will 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 no less than six years after expiration.

7. 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.

8. 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.

9. Disputes.

The parties agree to meet and confer in good faith to resolve any disputes that may arise between them under this Agreement.

10. Entire Agreement; Amendment.

This Agreement contains all the terms and conditions agreed upon by the parties. This Agreement may be modified or amended by written agreement signed by the parties.

11. 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.

UNIVERSITY OF IDAHO

WASHINGTON STATE UNIVERSITY

Recommended by:

Recommended by:

By: Laurel Meyer
Name: Laurel Meyer
Title: Athena Co-President, WLC Co-Chair, Ed Abroad Advisor
Date: 1/12/24

By: Hailey James
Name: Hailey James
Title: Campus Chief of Staff
Date: 1/12/2024

Approved by:

Approved by:

Julia R. McIlroy
By: _____
Name: Julia R McIlroy
Title: Director Contracts & Purchasing Services
Date: 1/11/2024

Amanda Owen
By: _____
Name: Amanda Owen
Title: Associate Director, PACS
Date: 1.10.24