

April 6, 2015

The Port of Vancouver
3103 NW Lower River Road
Vancouver, WA 98660

Attn: Rick Cline

Reference: WSUV Contract Number C21427

Subject: Interagency Agreement between Washington State University and Port of Vancouver

Attached you will find the signed **Interagency Agreement between Washington State University and Port of Vancouver** for your approval; please sign the full contract and then email the fully executed contract back as soon as possible. This contract will be in effect from **4/15/2015** through **12/31/2018**, unless terminated sooner as provided within the contract. The costs will be in accordance with the hourly training costs stipulated in the contract, with payments due within **30 days** of invoicing. We will submit referenced **WSU Contract # C21427 invoices** to the following address:

**The Port of Vancouver C21427
3103 NW Lower River Road
Vancouver, WA 98660**

Please email completed contract back to me at mike.appel@wsu.edu. If you have any questions, please feel free to contact me at 360-546-9245 or via the email address above. Thank you very much.

Sincerely,

Mike Appel
Procurement & Supply Specialist 2

CC: Thomas Tripp, Professor of Management
Judy Davis, Contracts Desk, General Accounting

**INTERAGENCY AGREEMENT
BETWEEN
WASHINGTON STATE UNIVERSITY
AND
PORT OF VANCOUVER**

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 the Port of Vancouver, a municipal corporation providing quality jobs, international trade connections, and a strong industrial land base located in Vancouver, WA. (hereafter referred to as "Port").

IT IS THE PURPOSE OF THIS AGREEMENT to memorialize the terms and conditions under which WSU Vancouver College of Business will provide Executive Training classes and workshops to the Port.

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:

1. Develop executive and business skill classes and workshops tailored to the Port environment.
2. Conduct classes and workshops as requested by the Port

B. Duties of the Port:

1. Provide personnel to assist faculty in module development
2. Provide facilities and accommodations for workshops.

II. CLASS / WORKSHOP REQUESTS

When an interest for a class or workshop develops, the PORT's designated manager shall communicate a request to WSU's manager for the described services to produce a scope of work and fee to perform the work. Upon the Port manager's approval of WSU's proposed scope of work, fee to perform the work and time for performance, a Purchase Order is issued to WSU for the execution of services.

Each project or workshop executed under this Agreement shall have written approval as required by each party's approval policy. Each project scope shall define:

1. Purpose, scope, and deliverables.
2. Lead party for class or workshop execution and delivery.
3. Timeline.
4. Total cost

protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

VII. 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.

VIII. 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.

IX. 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.

X. 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.

XI. 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 part to the other. See Section IX for the provisions for disposition of property upon the partial or complete termination of this Agreement.

XII. 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. The parties shall share equally in any costs, if any, for the 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.

XIII. 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.

XIV. 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.

XV. 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.

XVI. 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.

XVII. 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.

XVIII. 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: Jane Cote
College or Department: Business
Address: 14204 NE Salmon Creek Avenue Vancouver, WA. 98686
Telephone: 360-546-9756
Fax Number: 360-546-9037

The Contract Administrator for the Port is:

Name: Rick Cline
College or Department: _____
Address: 3103 NW Lower River Rd., Vancouver, WA 98660
Telephone: 360-693-3611
Fax Number: 360-735-1565

XIX. 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: Lynn Valenter
Title: Vice Chancellor, Finance
Date: March 31, 2015

Approved by:
By: [Signature]
Name: Christine R. Hoyt
Title: Contracts Manager
Date: 4-3-15

THE PORT OF VANCOUVER
("The Port")

Recommended by:
By: [Signature]
Name: Jonathan Eds
Title: MR Director
Date: 4-20-15

Approved by:
By: [Signature]
Name: TOPD m. Coleman
Title: CEO
Date: 4.20.15

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AND
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IT IS THE PURPOSE OF THIS AGREEMENT to memorialize the terms and conditions under which WSU Vancouver College of Business will provide Executive Training Modules to the Port.

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:

1. Develop executive and business skill workshops tailored to the Port environment.
2. Conduct six (6) workshops in series of modules
 - a. Managing Organizational Congruence and Change (1 day)
 - b. Balanced Score Card (1.5 days)
 - c. Supply Chain Strategy (2 or 3 days)
 - d. Negotiations (2 or 3 days)
 - e. Sales (1 day)
 - f. Stakeholder Management (1 or 2 days, depending on complexity desired)

B. Duties of the Port:

1. Provide personnel to assist faculty in module development
2. Provide facilities and accommodations for workshops.

II. PERIOD OF PERFORMANCE

Subject to its other provisions, the period of performance of this Agreement shall be for (1) year, and shall commence on January 1, 2014, and be completed on December 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

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.

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- 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.

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Name: Jane Cote

College or Department: Business

Address: 14204 NE Salmon Creek Avenue Vancouver, WA. 98686

Telephone: 360-546-9756

Fax Number: 360-546-9037

The Contract Administrator for the Port is:

Name: Rick Cline

College or Department: _____

Address: 3103 NW Lower River Rd., Vancouver, WA 98660

Telephone: 360-693-3611

Fax Number: 360-735-1565

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WASHINGTON STATE UNIVERSITY
("WSU")

THE PORT OF VANCOUVER
("The Port")

Recommended by:

By: [Signature]

Name: Lynn Valenter

Title: Vice Chancellor, Finance

Date: 1-27-14

DNH

Recommended by:

By: [Signature]

Name: Jonathan Eder

Title: HR Manager

Date: 1-15-14

Approved by:

By: [Signature]

Name: Christine R. Hoyt

Title: Contracts Manager

Date: 2-21-14

Approved by:

By: [Signature]

Name: TODD M. COLEMAN

Title: EXECUTIVE DIRECTOR

Date: 1-15-14