

INTERGOVERNMENTAL COOPERATIVE PURCHASING
AGREEMENT

The George Mason University, and the Washington State University, hereby agrees to cooperative governmental purchasing upon the following terms and conditions.

- (1) This Agreement dated October 14, 2014 pertains to cooperative contracts for supplies, material, equipment or services that may be required from time to time by both the George Mason University and the Washington State University.
- (2) Each of the parties from time to time goes out to public bid and contracts to purchase supplies, material, equipment, and services. Each of the parties hereby agrees to extend to the other party the right to purchase when a cooperative contract exists, to the extent permitted by each States applicable laws, and to the extent agreed upon between each party and the bidder, contractor, vendor, supplier, or service provider.
- (3) Each of the parties shall comply with all applicable laws and regulations governing its own purchases.
- (4) Each of the parties shall contract directly with the entity specified in the cooperative contract, and pay directly in accordance with its own payment procedures for its own purchases.
- (5) Any purchase made pursuant to this Agreement is not a purchase from either of the parties. This Agreement shall create no obligation to either of the parties to purchase any particular good or services, nor create to either of the parties any assurance, warranty, or other obligation from the other party with respect to purchasing or supplying any good or service.
- (6) No separate legal or administrative entity is intended to be created pursuant to this Agreement. No obligation, except as stated herein, shall be created between the parties or between the parties and any applicable bidder or contractor.
- (7) The Director for Purchasing and Accounts Payable for George Mason University and the Director for Purchasing Services for Washington State University shall be Representatives of the entities for carrying out the terms of this Agreement.
- (8) This Agreement shall expire on October 14, 2015 unless canceled by either party, which cancellation may be effected upon receipt by one of the parties of the written notice of cancellation of the other party.
- (9) Washington State University acknowledges that only contracts that contain the following language are deemed cooperative, “

It is the intent of this Contract to allow for cooperative procurement. Accordingly, any public body, public or private health or educational institutions, or Mason's affiliated corporations may access this Contract if authorized by the Contractor.

Participation in this cooperative procurement is strictly voluntary. If authorized by the Contractor, this Contract may be extended to the entities indicated above to purchase at Contract prices in accordance with Contract terms. The Contractor shall notify Mason in writing of any such entities accessing the Contract.

No modification of this Contract or execution of a separate contract is required to participate. The Contractor will provide semi-annual usage reports for all entities accessing the Contract. Participating entities shall place their own orders directly with the Contractor and shall fully and independently administer their use of the Contract to include contractual disputes, invoicing and payments without direct administration from Mason. Mason shall not be held liable for any costs or damages incurred by any other participating entity as a result of any authorization by the Contractor to extend the Contract. It is understood and agreed that Mason is not responsible for the acts or omissions of any entity, and will not be considered in default of the Contract no matter the circumstances.

Use of this Contract does not preclude any participating entity from using other contracts or competitive processes as the need may be."

APPROVED:

By:  10/15/14

Title: Amanda N. Owen
Contracts Manager
Washington State Univeristy

APPROVED:

By: _____

Title: _____

 10/15/14

Eric M. Rogers
Director
Washington State University
Purchasing Services