

**INTERAGENCY AGREEMENT
BETWEEN
WASHINGTON STATE UNIVERSITY
AND
ZINTKA EDUCATION SERVICES**

THIS INTERAGENCY AGREEMENT (the “Agreement”) is by and between Washington State University, by and through its College of Arts and Sciences, an institution of higher education and agency of the state of Washington (hereafter referred to as “WSU”), and Trhauff, LLC, d.b.a. Zintka Education Services (hereafter referred to as “Zintka”), collectively referred to as the “Parties.”

THE PURPOSE OF THIS AGREEMENT to formalize the Parties’ commitment to collaborate in achieving success for the Andrew W. Mellon Foundation funded “Sustaining Collaborative Curation Training, Support, and Networks through Mukurtu CMS” project (“Project”) by adhering to all reporting requirements, exercising fiscal responsibility, and completing project objectives, activities, and workflows.

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. Manage all grant requirements: submit reports, manage budgets, and ensure compliance with all policies and procedures related to the management of the Grant.
2. Provide support for Mukurtu CMS training, use, and outreach including setting up sandbox sites for use if needed.
3. Respond in a timely fashion to technical needs relating to the local use of Mukurtu CMS instances managed under the grant.
4. Manage communication between all Parties involved.
5. Provide timely updates and reports on progress to all Parties including quarterly updates to all Parties to evaluate the project objectives, budget and timeline.
6. Respect all Parties cultural protocols, rights and values including Tribal data governance rights.

B. Duties of Zintka:

1. Provide timely updates, reports, and invoices.
2. Manage any internal staffing needs to meet the grant deadlines and requirements.

3. Be an active participant in all grant meetings, trainings, and workshops.
4. Ensure that local communities have access to Mukurtu CMS support services, trainings, and outreach events provided through the grant.
5. Communicate directly with the Mukurtu team in the case of any situations that may cause a delay in grant deliverables.
6. Manage a Mukurtu CMS instance for training and outward facing community engagement.
7. Provide an adequate number of outreach and training events to meet the needs of the local communities in your area related to the grant activities.

II. PERIOD OF PERFORMANCE

Subject to its other provisions, the period of performance of this Agreement shall be for three (3) years, and shall commence on July 1, 2024, and be completed on February 28, 2027 (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 \$67,500 USD over the 3-year grant period. 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.

IV. BILLING PROCEDURES

Zintka shall submit invoices to WSU on a quarterly basis. WSU shall pay Zintka 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 **Will Damitio at william.damitio@wsu.edu** or mailed to:
Washington State University
Attn: Will Damitio
PO Box 641060
Pullman, WA 99164-1060

V. RECORDS MAINTENANCE

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. DATA SHARING

Indigenous data sovereignty is an internationally recognized framework for addressing Indigenous Peoples rights and interests in data. The [CARE Principles for Indigenous Data Governance](#) are people and purpose-oriented, reflecting the crucial role of data in advancing Indigenous innovation and self-determination. To the extent not inconsistent with the laws and policies applicable to WSU as an institution of higher education and agency of the state of Washington, all Parties are committed to The CARE Principles for Indigenous Data Governance (collective benefit, authority to control, responsibility and ethics) with regard to data creation, data management, data storage, data sharing, data reuse, and data circulation.

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 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 part 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. 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.

XIII. 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.

XIV. 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.

XV. 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.

XVI. 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: Brandy Wisner

College or Department: CAS on behalf of ORAP

Address: PO Box 644871, Pullman, WA 99164

Telephone: 509-335-4626

The Contract Administrator for Zintka is:

Name: Tasha Hauff

Address: 5651 Coventry Lane, Fort Wayne, IN 46804

Telephone: 260-530-6869

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: Kim Christen

Title: Assoc VP and Vice Chancellor, Pullman

Date: 07.25.2024

Approved by:

By: 

Name: Heather Davison

Title: Contract Manager, PACS

Date: 10/24/2024

ZINTKA EDUCATION SERVICES ("Zintka")

Recommended by:

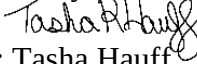
By: N/A

Name:

Title:

Date:

Approved by:

By: 

Name: Tasha Hauff

Title: Executive Director

Date: 10-27-24