

INTERLOCAL COOPERATIVE AGREEMENT

Pursuant to chapter 39.34 RCW and to other provisions of law, Central Washington University (CWU) and Washington State University (WSU) hereby agree to cooperative governmental resource sharing upon the following terms and conditions.

Whereas CWU desires to maintain an existing digital two-way microwave system that utilizes Washington Higher Education Telecommunication System (WHETS) facilities which connect to the electronic classroom facilities at Wenatchee Valley College (WVC); and

Whereas WSU has the engineering expertise and experience to maintain such equipment;

The two parties therefore agree as follows:

1. Scope of service provided by WSU:

a. WSU shall troubleshoot all malfunctions of the WVC classroom in the Brown Library/Media Center and provide labor only repairs and maintenance of both the WVC classroom equipment and the Naneum/CWU microwave link. Troubleshooting, parts and labor for the Naneum/WVC microwave link is the responsibility of WSU. WSU shall cooperate with CWU and manufacturer(s) to correct problems with the WVC classroom and microwave system.

b. Technical Contacts: In the case of an emergency, CWU will call the WSU Broadcast Technician located at Wenatchee to report trouble. If unable to make that contact, CWU will call the Broadcast Technician Supervisor at WSU/Tri-Cities. CWU will also notify both parties of the emergency via e-mail.

Primary Contact WSU/Wenatchee
Bob Dickinson
Phone (509) 664-2529
Pager (509) 665-1763
E-mail: bdickins@wsunix.wsu.edu

Primary Contact-CWU
Steve Douglas
Phone (509)963-1232
Cellular (509)586-6581
E-mail: dougsr@cwu.edu

Secondary Contact WSU/Tri-Cities
Mike Gatlin
Phone (509) 372-7403
Pager (509) 544-2901
E-mail: mgatlin@beta.tricity.wsu.edu

Secondary Contact-CWU
Kevin Whitaker
Phone (509)963-2864
Pager N/A
E-mail: whitaker@cwu.edu

c. Additional engineering service and/or maintenance will not be available to CWU except as optionally provided herein or by separate annual contract.

Contract / Agreement	
Date Logged In	<u>10/20/00</u>
Date Logged Out	<u>10/20/00</u>

2. Compensation: CWU and WSU agree to continued maintenance of the system, commencing July 1, 2000 through June 30, 2002 as follows:
 - a. WSU shall provide:
 - Approximately 25% services, to CWU, of a jointly funded WSU Broadcast Technician position to support the maintenance activities above. CWU agrees to permit WSU to perform personnel selection, discipline and evaluation of the position, but will provide input toward evaluation as requested by WSU. WSU shall be responsible for the payroll requirements of this position and will bill CWU in the amounts established in section 2.B. below.
 - Operational costs for telephone, supplies and up to \$50 per repair to the system. CWU will pay the costs for any required labor supplied by an outside vendor to repair CWU equipment including spare or replacement modules or parts exceeding \$50. No costs shall be committed by WSU for repairs without the authorization of CWU.
 - Maintenance of WVC classroom in accordance with WHETS standards.
 - b. CWU shall compensate WSU as follows:
 - Provide 25% of a jointly funded Broadcast Technician position to support WHETS activities. Funding will include salary and benefits, and any reimbursable costs for vehicles required specifically to support CWU. The maximum amount provided by CWU shall not exceed \$16,500 annually for salary, benefits and travel, unless such amounts and/or additional service is authorized in advance by William S. Craig.
3. Payment: WSU shall submit invoicing on a quarterly basis. Invoice must reflect the CWU purchase order number as well as line item charges for salary, benefits, vehicle charges, and any reimbursable maintenance charges. CWU shall remit payment within 30 days of receipt of invoice. Invoices should be sent to:

Central Washington University
Attn: William S. Craig
400 E. Eighth Ave.
Ellensburg, WA 98926-7550
4. Assets and Liabilities: Policies relating to assets now held or to be acquired by the parties for use within this agreement shall be as follows:
 - a. Tangible Assets: The parties hereto will continue to hold title to all tangible assets currently under their control and will hold title to all future tangible assets purchased by them for use in the system.

- b. **Access to Tangible Assets:** CWU hereby grants WSU reasonable access to premises held at WVCC for the purpose of operation and maintenance of the WVCC classroom equipment and in no way impinge upon their use. CWU will provide necessary keys for this access.
 - c. **Maintenance and Replacement of Tangible Assets:** WSU will maintain CWU electronic classroom equipment and related hardware specified above in accordance with generally accepted engineering standards and will notify a CWU representative in matters concerning the location and serviceability of that equipment.
5. Pursuant to 39.34 RCW, filing of this Interlocal Cooperative Agreement with the County Auditor and Secretary of State's Office shall be the responsibility of CWU.
6. The term of this agreement shall be from the July 1, 2000 through June 30, 2002. This agreement may be extended upon mutual agreement of both parties, for any time agreed, in writing.
7. This agreement may be terminated as follows:
 - a. Either party may terminate the agreement at any time during the term hereof, upon 180 days written notification. Should this agreement be terminated, WSU will return to CWU all facilities and equipment owned by CWU within 180 days. Additionally, CWU will return to WSU all facilities and equipment owned by WSU within 180 days.
 - b. By mutual agreement of both parties, termination under this provision may be immediate.
 - c. By either party for breach of any of the obligations or requirements set forth in these documents. Termination under this provision shall require the injured party to provide written notice to the other, detailing the nature of the breach and allow reasonable time for the other party to correct such breach.
8. The parties to this agreement shall be responsible for the consequences of any act or failure to act on the part of itself, its employees, or its agents. Accordingly, each party shall be held responsible for its own sole negligence, and each party shall indemnify, defend, and hold the other party, including Officers, Employees, Agents, and Board of Directors or Trustees, harmless from any loss which results therefrom.
9. This agreement and the obligations of either party hereunder shall not be affected or impaired because the other party is unable to fulfill any of its obligations hereunder or is delayed in doing so, if such inability or delay is caused by reason of strike, labor troubles, FCC notifications, acts of God, or any other cause beyond the reasonable control of either party.

10. Any provisions of this Agreement which shall prove to be invalid, void, or illegal shall in no way affect, impair or invalidate any other provision hereof and such other provisions shall remain in full force and effect.
11. No provisions of this Agreement may be amended or added to except by an agreement in writing signed by the parties hereto or their respective successors in interest. This Agreement shall not be effective or binding on any party until fully executed by both parties hereto.
12. Assignment: Neither party may assign its rights or liabilities hereunder without the prior written consent of the other party.
13. Notices: Any notice required or permitted to be given hereunder shall be in writing and shall be deemed to have been duly given via United States first class registered mail, return receipt requested, and addressed to the parties as follows:

For WSU:

Ralph Hogan
Asst. GM, Engineering Services
Washington State University
PO Box 642530
Pullman, WA 99164-2530

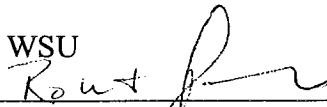
For CWU:

Bill Craig, Director
Instructional Media Center
Central Washington University
400 E. Eighth Ave.
Ellensburg, WA 98926-7550

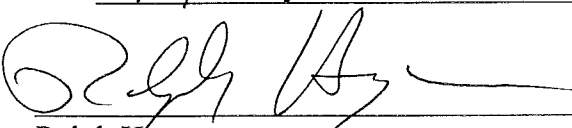
14. Pursuant to the requirements of RCW 39.34, CWU's Contract Administrator shall be the position of Provost, or his or her designee. The Contract Administrator for WSU shall be the position of Associate Vice President and General Manager, or his or her designee.

IN WITNESS WHEREOF, the duly authorized representatives have executed this Agreement on the dates shown:

For WSU



Robert Hoon, Special Assitant to
Vice President for Business Affairs
Date 10/20/00



Ralph Hogan
Asst. GM, Engineering Services/ETT
Date 10/9/00

For CWU

Name: _____
Title: _____
Date _____

William S. Craig
Director, IMC
Date _____

NATIONAL REPOSITORY OF ONLINE COURSES CONTENT DISTRIBUTION MEMORANDUM OF UNDERSTANDING

THIS NATIONAL REPOSITORY OF ONLINE COURSES ("NROC") CONTENT DISTRIBUTION MEMORANDUM OF UNDERSTANDING (this "MOU") is made and entered into as of the ___ day of October, 2007 (the "Effective Date") by and between the Monterey Institute of Technology, a 501(c)(3) non-profit California corporation (the "Organization") with offices located at 3 Beach Way, Monterey, CA 93940 and WASHINGTON STATE UNIVERSITY, an institution of higher education and agency of the state of Washington, by and through its Center to Bridge the Digital Divide ("Licensee"), with offices located at 305 C Hulbert Hall, Pullman, WA 99164-6229.

WHEREAS, the Organization maintains certain proprietary courses and learning materials suitable for use in online and remote learning environments (the "NROC Library") and has the right and authority to grant third party distribution and use rights to the NROC Library; and

WHEREAS, Licensee desires to utilize the NROC Library and software to design course content in the areas of Math and Science for grades 7-12 to support the curriculum standards design for the country of Rwanda.

NOW, THEREFORE, the parties agree as follows:

1. The Organization hereby grants to Licensee at no cost to Licensee the nonexclusive right and license to use the NROC Library content described on Exhibit A for the sole purpose of distributing the NROC Library content to Licensee's online and remote learning users through the Rwanda Ministry of Education. For the purposes of this MOU, "users" are defined as Licensee's constituency of teachers, staff, as well as students in the county of Rwanda accessing the NROC content either through a server or on CDs. No other use or distribution of the NROC Library may be made without the prior written consent of the Organization.

2. Licensee agrees to distribute NROC Library content to Licensee users at no cost to those users.

3. The term of this MOU shall commence on the Effective Date and shall continue in effect for a period of two (2) years, unless sooner terminated under the provisions of this MOU. Thereafter, if the parties desire to renew the MOU, the parties shall negotiate in good faith the terms and conditions of renewal. The Organization or Licensee may terminate this MOU early in the event that the other party defaults in the performance of any of its obligations hereunder and fails to cure such default within thirty (30) days after written notice of such default. Either party may terminate this MOU for any reason upon not less than sixty (60) days written notice to the other party. Licensee accepts the responsibility for ensuring that the NROC Library, including all course multimedia files and course content, is removed from Licensee's CMS and other servers at the expiration or termination of this MOU.

4. Licensee agrees to provide Organization with data relevant to usage of the NROC library. This data may include, but not be limited to, number of users, subjects used, completion rates, grade received, etc. All data provided to Organization shall be user anonymous and will be treated as confidential information.

5. The Organization warrants that it owns and/or has all the necessary rights to license the NROC Library to Licensee in accordance with this MOU; that it will not assume any contractual obligation that conflicts with its obligations granted in this MOU; and that there are no claims pending or, to the best of the Organization's knowledge, threatened that relate to the NROC Library. Except for the foregoing, Licensee agrees that the NROC Library is delivered "AS IS" without any express or implied warranties, including warranties of merchantability or fitness for a particular purpose.

6. The parties agree that any dispute under this MOU shall be resolved by final and binding arbitration, subject to the arbitration Rules of the American Arbitration Association. The arbitration shall be before a single arbitrator if the parties can agree on a single arbitrator, and if they cannot agree, then the arbitrators shall be selected by alternately striking names from the panel of five arbitrators designated by the American Arbitration Association. The arbitrator(s) shall have the authority to grant any relief authorized by law. The arbitrator(s) shall not have the authority to modify, change or refuse to enforce the terms of this MOU. The prevailing party shall be entitled to recover its reasonable attorneys' fees, costs and expenses incurred in connection with the dispute and arbitration. Arbitration shall be the exclusive final remedy for any dispute between the parties.

7. Any notice, request, instruction or other communication to be given hereunder by any party to the other shall be in writing and delivered personally or sent by certified mail, postage prepaid by telecopy, or by courier service, to the respective party's address set forth above.

8. Each party to this Agreement shall be responsible for its own negligent 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.

IN WITNESS WHEREOF, the parties have caused this MOU to be executed as of the Effective Date.

Licensee:
By [Signature]
ASSOC. DEAN/DIRECTOR, WSU EXT
Washington State University

Organization:
By [Signature]
Title Executive Director
Monterey Institute of Technology

Approved By:
[Signature] 10/18/07
N. Danette Kriehn
Contracts Manager
Washington State University

EXHIBIT A
NROC LIBRARY

Description of NROC Library:

AP Biology I
AP Biology II
AP Calculus AB I
AP Calculus AB II
AP Calculus BC I
AP Calculus BC II
AP Environmental Science
AP Physics B I
AP Physics B II
AP Physics C I
AP Physics C II
Elementary Algebra
Algebra Ia
Algebra Ib