**Agreement**

**Between**

**University of Washington**

**and**

**Gonzaga University**

**Regarding the**

**University of Washington School of Medicine—Gonzaga University**

**Cooperative Initiative**

This Agreement (Agreement) is made by and between the University of Washington, an institution of higher education and an agency of the State of Washington (UW), and The Corporation of Gonzaga University, a nonprofit corporation and private institution of higher education (GU).

**WHEREAS**, the UW operates a fully accredited School of Medicine (UW SoM) that includes a regional medical education network, involving the states of Washington, Wyoming, Alaska, Montana and Idaho (WWAMI), and is nationally recognized in the areas of primary care, rural medicine and life sciences research;

**WHEREAS,** GU is a preeminent and respected Spokane institution that has a long history of teaching excellence, the preparation of undergraduate and graduate students for the health professions, and engaging in applied scientific research;

**WHEREAS**, UW and GU share mutual respect for each other’s public and private missions, respectively, and endeavor to develop innovative approaches to higher education and advance a shared commitment to the Spokane community and service for the common good;

**WHEREAS**, UW and GU wish to enter into a mutually binding agreement that will specify the terms and conditions of their “University of Washington School of Medicine—Gonzaga University” cooperative initiative and the commitments made by each institution to advance medical education and innovative research in Spokane;

**WHEREAS**, this cooperative initiative between UW and GU will benefit the Spokane community, the state and the region, will promote economic development and will allow UW and GU to utilize their respective assets and strengths in providing high quality, cost-effective medical education as part of the UW SoM regional medical education network; and

**WHEREAS**, this new cooperative initiative will provide GU and UW the foundation to pursue and explore opportunities for collaboration in biomedical and health-related research, research innovation and entrepreneurship, as well as interprofessional educational activities and other pursuits of mutual interest.

**NOW, THEREFORE**, the parties agree as follows:

1. Purpose. The overall purpose of this Agreement is to specify the terms and conditions of the “University of Washington School of Medicine—Gonzaga University” cooperative initiative, which has the key goal of strengthening and expanding the WWAMI medical education program in Spokane (“Spokane WWAMI”), with a particular emphasis in meeting the needs of rural and medically underserved communities in eastern Washington. Also, the parties intend to develop and explore other collaborative research and innovation efforts as a part of this cooperative initiative, with activities contemplated under this Agreement resulting in economic stimulation and growth for the Spokane community and the region.
2. Financial Reimbursement. Financial reimbursement provided by UW for GU’s efforts in support of UW SoM in Spokane is being provided through this services and affiliation arrangement that clearly defines the services being provided by GU and the cost of those services being reimbursed by the UW. No state appropriated funds will go directly to GU, and no state funds will be applied to support any religious purpose.
3. Faculty.
	1. UW desires to obtain the services of qualified GU faculty to deliver medical instruction under the UW SoM curriculum entitled the “Foundations Phase,” which denotes the initial 18-month phase of a UW SoM medical student’s training and which focuses on specific areas, such as anatomy, biochemistry, pathology, pharmacology and physiology. The scope of medical instruction provided by involved GU faculty will not include clinical instruction or direct patient care activities, nor are such activities part of their GU employment. References to GU faculty in this Agreement shall refer only to the GU faculty engaged in providing Foundations Phrase medical instruction.
	2. GU shall notify UW by March 1, 2016, of the names and qualifications of GU faculty interested in delivering medical education to UW SoM medical students under the terms of this Agreement. The selection of GU faculty members to teach will be undertaken jointly by GU and UW SoM, with the goal of ensuring that GU faculty are prepared to begin their instruction starting as early as the 2016-2017 Academic Year.
		1. By April 1, 2016, UW and GU will agree on the number and identity of GU faculty available to provide medical instruction during the 2016-2017 Academic Year.
		2. For the three (3) subsequent academic years during the term of this Agreement, UW and GU will agree on the number and identity of available GU faculty by the beginning of April prior to that academic year. UW and GU acknowledge that additional teaching services will be necessary as class sizes expand.
	3. Faculty numbers will be expressed in terms of FTE.
	4. The primary faculty appointments of selected GU faculty members will be at GU, and GU will be responsible for salary and benefits for such positions, as well as any structure for promotions or tenure.
	5. GU faculty remain subject to GU employment policies and procedures, including the GU faculty handbook, which specifies the structure for shared governance.
	6. UW SoM will have the opportunity to participate in the evaluation of involved GU faculty members, and GU agrees to work collaboratively with UW SoM to address any performance issues that may arise.
	7. For GU faculty providing medical instruction pursuant to this Agreement, UW SoM will, at a minimum:
		1. Provide sufficient orientation and training to prepare GU faculty to begin their teaching of UW SoM medical students in Spokane.
		2. Provide online access to the UW Health Sciences Library.
		3. Recommend appointment to an appropriate faculty title in a department in the UW SoM, such as affiliate, where appropriate.
		4. Provide opportunities for GU faculty to explore engagement in research activities.
	8. GU faculty with UW faculty titles will be subject to UW faculty rules in regard to their UW appointments.
	9. UW employs clinical faculty members to educate UW SoM medical students in Spokane under the Foundations Phase curriculum. These UW clinical faculty members remain subject to all applicable statutes, rules, policies and procedures governing their employment with the UW and their UW faculty status.
	10. UW and GU faculty providing medical instruction in Spokane will maintain office hours on the GU campus or at designated facilities close to the GU campus in Spokane. UW clinical faculty will maintain administrative offices in facilities provided by GU pursuant to Section 6.
	11. The UW will reimburse GU for actual costs related to teaching services provided by its involved faculty, which will take into account the salaries and benefits of GU faculty members providing such services, as well as the academic, student and administrative support charges described in Section 10. Estimated reimbursement for teaching services during the 2016-2017 Academic Year and projected reimbursement for the three (3) subsequent academic years are set forth in Exhibit A, attached hereto and incorporated herein. Reimbursement amounts are subject to change based on the actual number of GU faculty selected to provide medical education. The parties will confirm in writing the agreed-upon reimbursement for the initial academic year and any subsequent year without the need to amend the Agreement.
	12. In the event that GU is unable to provide an appropriate number of qualified faculty members to educate UW SoM medical students, UW SoM will secure additional and necessary teaching services from other institutions of higher education in the Spokane area. In this event, UW SoM will make separate arrangements and pay for non-GU teaching services outside of this Agreement.
4. Students.
	1. GU will have the opportunity to provide input regarding prospective UW SoM medical students in Spokane, including participation by involved GU faculty in interviews held in Spokane and feedback on any rankings.
	2. UW will work closely with GU and the standing medical school admissions committee in selecting UW SoM students who will begin their studies in Spokane and will be taught by GU faculty.
	3. Admission of medical students and assignment of those students to UW SoM-in Spokane is ultimately the responsibility of the UW SoM.
	4. UW SoM medical students in Spokane will pay tuition and fees to UW SoM at the same tuition rates as students receiving medical education at UW SoM in Seattle.
	5. UW SoM medical students in Spokane will be enrolled with and by the UW. Students receiving instruction on the GU campus will hold a secondary registration at GU for record keeping and have a GU student ID card for facilities access, student support services, and administrative purposes.
	6. UW SoM medical students will receive instruction in facilities provided by GU pursuant to Section 6 or in non-GU facilities procured outside of this Agreement.
	7. UW SoM medical students in Spokane will be subject to UW SoM rules, regulations, requirements, policies, procedures and privileges, including but not limited to the UW and UW SoM student conduct codes. Student progress is ultimately a decision of the UW SoM.
	8. Notwithstanding Section 4.g., UW SoM medical students in Spokane receiving medical education on the GU campus pursuant to this Agreement also will be subject to applicable GU rules, regulations, requirements, policies and procedures, including but not limited to the GU student code of conduct and GU rules governing the use of facilities. Further, UW will inform these students in writing that they are subject to applicable GU rules, regulations, requirements, policies and procedures. The parties agree to work collaboratively to apply the rules and regulations of each institution in a way that recognizes the respective interests of both institutions, including the interests of their students:
		1. *Conduct*. By way of illustration, if the GU student conduct process determines a UW medical student has violated the GU code of conduct, appropriate outcomes can be assigned, up to and including removal of the student’s GU registration and the student’s ability to receive instruction on the GU campus; however, GU may not expel the student from the UW SoM academic program. UW SoM will review the circumstances and make a separate determination under the terms of the UW SoM student conduct code and other applicable UW policies.
		2. *Facilities*. By way of illustration, if the GU policies and procedures governing student use of facilities are more restrictive than those governing the use of UW SoM facilities, UW SoM may provide an alternative venue in Spokane for a proposed event.
	9. Nothing in this Agreement is intended to require students or faculty involved with this initiative to engage in any religious worship, exercise or activities that GU may provide or are otherwise available to GU students and the university community.
	10. Starting in the 2016-2017 Academic Year, GU will provide those student services for UW SoM medical students in Spokane that are necessary for UW SoM accreditation, which will include services related to academic and resource support, student affairs support, technology support, student health (including mental health), fitness and wellness, library usage, learning skills, disability assistance, and counseling.
		1. In the event that GU is unable to provide the full range of necessary student services, UW SoM will secure necessary services as close to the GU campus as possible.
		2. UW SoM will make separate arrangements and pay for non-GU services outside of this Agreement.
	11. The UW will reimburse GU for actual costs related to the student services it provides under Section 4.j. that will take into account the salaries and benefits of GU employees directly providing such services, as well as the academic, student and administrative support charges described below in Section 10. The UW also will reimburse GU for any per-student fees that GU would normally charge its on-campus graduate students for those necessary student services covered under Section 4.j., including per-visit fees for use of the health center.
	12. GU also shall make available to UW SoM medical students in Spokane GU student privileges to be exercised at GU campus facilities subject to reasonable terms and conditions, including restrictions imposed by GU. Privileges generally will include access to activities and benefits enjoyed by GU students. UW SoM medical students will be responsible for the payment of any fees charged by GU regarding activities and benefits not covered as student services under Section 4.j. By way of illustration, UW SoM medical students would pay GU directly for parking or meal plans.
	13. Estimated reimbursement for those necessary student services covered under Section 4.j. during the 2016-2017 Academic Year and projected reimbursement for the three (3) subsequent academic years are set forth in Exhibit A. The parties will confirm in writing the agreed-upon reimbursement for the initial academic year and any subsequent year without the need to amend the Agreement.
	14. UW SoM will provide medical students in Spokane with online access to the UW Health Sciences Library, and medical students may order Foundation Phase textbooks and other course materials through the UW SoM.
	15. Both institutions acknowledge and agree that records concerning any of the UW SoM students in Spokane, and any personally identifiable information from such records (collectively “Student Information”) created by either party and/or provided by one institution to the other are confidential and are subject to the Family Educational Rights and Privacy Act (FERPA) (20 USC Sec. 1232g) and its implementing regulations (34 CFR Part 99). Each institution shall be considered a “school official” (as defined by FERPA) of the other in connection with the disclosure of Student Information from one institution to the other. Accordingly, each party agrees not to disclose or re-disclose any Student Information to any third party without the prior written consent of the student and/or the other institution. Each institution also agrees to only use Student Information for the purpose(s) for which the Student Information was disclosed in connection with the administration of the UW SoM in Spokane. If one institution receives a request for Student Information from a third party (e.g. subpoena), the receiving institution shall, to the extent permitted by law, notify the other institution promptly, and will reasonably cooperate with the other institution in complying with or responding to such request. Each institution agrees to implement, maintain, and use reasonable physical, electronic, technical, and managerial safeguards to prevent unauthorized physical and electronic access to and disclosure of Student Information; to ensure the confidentiality, integrity, and availability of all Student Information; and to prevent accidental loss, destruction or damage of Student Information. This section shall survive termination of this Agreement.
5. Administration and Points of Contact.
	1. UW has appointed an Assistant Dean for the Foundations Phase in Spokane (“Assistant Dean”) who provides day-to-day oversight of the academic program, faculty affairs, student services and other areas related to UW SoM in Spokane. The Assistant Dean reports to the Vice Dean for Academic, Rural and Regional Affairs within the UW SoM academic structure and will work directly with the GU Executive Director referenced in Section 5(e).
	2. UW employs individuals to provide administrative support services for the UW SoM in Spokane. Individuals providing support for the Foundations Phase report to the Assistant Dean within the UW SoM employment structure.
	3. The Assistant Dean and UW SoM administrative staff will maintain administrative offices in facilities provided by GU pursuant to Section 6.
	4. The Assistant Dean will serve as the primary point of contact for GU in matters related to the academic program, participation by GU faculty, student services, administrative matters and facilities.
	5. GU will appoint an Executive Director who will serve as the primary point of contact for UW in all matters related to this cooperative initiative, including faculty affairs, student services, administrative matters and facilities. The Executive Director will lead GU’s efforts in regard to joint programmatic development, including facility options (Section 6.d) and research collaboration (Section 17), and will help support external engagement with the Spokane Community Advisory Board (Section 14).
6. Facilities.
	1. Starting in the 2016-2017 Academic Year, GU will provide necessary and adequate facilities and space on its campus for the purpose of providing medical education to UW SoM students. Such space will include classrooms, administrative offices, student lounges and associated spaces, which will be used by UW faculty, staff and students. In addition, GU faculty providing medical education will teach in these facilities.
		1. In the event that GU is unable to provide the full range of necessary facilities and space (e.g., anatomy lab), UW SoM will secure necessary facilities as close to the GU campus as possible.
		2. UW SoM will make separate arrangements and pay for non-GU facilities and services outside of this Agreement.
	2. UW will pay GU a mutually-agreed amount for the use of GU facilities for UW SoM operations. Estimated payment for the use of facilities during the 2016-2017 Academic Year and projected payment for the three (3) subsequent academic years are set forth in Exhibit A. The parties will confirm in writing the agreed-upon change in payment for the initial academic year and any subsequent year without the need to amend the Agreement.
	3. Additional terms necessary for the UW SoM’s use of facilities and space on the GU campus are set forth in Exhibit B, attached hereto and incorporated herein.
	4. In contemplation of a long-term cooperative initiative, UW and GU agree to jointly develop options, including a related financing plan, for a new facility on the GU campus specifically designed for medical education, including anatomy lab space, and uses related to research and UW and GU interdisciplinary health sciences programs. The parties further:
		1. Agree to identify participants and begin discussions regarding building location, programming and space needs, financing, development model, and schedule by the end of April 2016.
		2. Anticipate making a joint decision on moving forward with a new building by September 2017.
		3. Assuming a joint decision to proceed, would develop a timeline that sets forth a schedule for a design, construction and anticipated occupancy.
7. Curriculum.
	1. UW will invite participation by involved GU faculty on the course committees, composed of faculty from UW SoM and other WWAMI sites to collaborate regarding course content, course goals and objectives, the common exam, choice of learning resources and equivalency in grading.
	2. GU faculty providing medical instruction under this Agreement will do so under the Foundations Phase curriculum and will not independently modify the approved curriculum.
	3. The curriculum for medical education related to UW SoM in Spokane is ultimately the responsibility of UW SoM.
8. Accreditation.
	1. The academic program for UW SoM medical education in Spokane must meet the Liaison Committee on Medical Education (LCME) accreditation standards, and accreditation will be the responsibility of UW SoM.
	2. GU will ensure the necessary quality of educational services provided by its faculty as determined by the multi-campus WWAMI faculty and the accreditation standards of the LCME.
9. Transition Team. Upon execution of this Agreement, UW and GU will immediately appoint a transition team to facilitate and implement the terms of this Agreement. The transition team will consist of GU and UW representatives who have an understanding of the related operational and financial issues and who have the support of their respective institutions to ensure an effective transition prior to the start of the initial 2016-2017 Academic Year. Upon the appointment of the team, UW and GU will exchange the contact information of each transition team member, along with a brief description of each member’s scope of responsibilities.
10. Reimbursement Model and Academic, Student and Administrative Support Charges. In providing payment to GU for the services provided under this Agreement, UW will reimburse GU for the actual costs incurred by GU in providing such services. In addition to direct costs, such as the salaries and benefits of GU employees directly providing services, UW agrees to pay additional academic, student and administrative support charges. These charges reflect UW’s reimbursement of costs incurred by GU that are not otherwise specified or reflect services that are generally provided to members of the GU campus community, such as technology support (e.g., helpdesk, WIFI), grounds and facilities maintenance outside of the dedicated facility (e.g., library, student center, fitness center), general student support (e.g., student academic services, library, registrar), student affairs (e.g., student engagement, healthy living, clubs) and central administration, such as human resources, purchasing, accounting, finance and other administrative services.
11. These support charges are set forth in Exhibit A as a specified percentage (%) of all direct expenses, excluding the facilities use charge and other facilities related expenses (“percentage charge”), as well as a per student charge (separate from the per student fee described in Section 4.k) and a per UW employee FTE charge (“additional charges”).
12. GU and UW agree to review the support charges on an annual basis to ensure that they reflect GU’s actual indirect costs related to the services provided under this Agreement. As the level of GU services and direct costs increases over the term of this Agreement, the parties anticipate that the additional charges will be reduced and/or eliminated. Further, the parties envision that, for the first four (4) years of this Agreement, the percentage charge will be no less than twenty percent (20%). Such annual review of support charges will be conducted in conjunction with the annual budget process set forth below in Section 12.
13. Payment Terms. UW agrees to pay GU for services under this Agreement as follows:
	1. UW will pay GU based on a monthly billing schedule that reflects the annual agreed-upon amount of services reimbursement and facilities payments. UW will pay GU the monthly amount by the last business day of each month in the Academic Year, with the first payment to be made in July.
	2. At the end of each Academic Year, GU and UW will prepare a final accounting of program costs related to that Academic Year. This final accounting will be completed no later than August 31.
	3. To the extent GU provides agreed-upon services prior to the start of the 2016-2017 Academic Year, UW agrees to reimburse GU within thirty (30) days of receipt of invoice.
	4. Communications regarding billing and payment matters should be directed to the following:

For UW:

University of Washington

School of Medicine

Attn: David C. Green, Chief Financial Officer (or successor)

Health Sciences Building, D-303

1959 NE Pacific Street

Seattle, Washington 98195

(206) 685-7481

dcgreen@uw.edu

For GU:

Gonzaga University

Attn: Joe Smith, Associate VP for Finance (or successor)

AD Box 97

502 East Boone Avenue

Spokane, WA 99258-0097

(509) 313-6801

smithj@gonzaga.edu

1. Annual Budget Process. UW and GU will complete an annual budget process designed to incorporate changes in actual costs and reflect programmatic changes related to the services and facilities provided by GU under this Agreement.
2. Branding. GU and UW agree to pursue “co-branding” opportunities that reflect their distinct and evolving cooperative initiative.
	1. As the parties pursue co-branding discussions, GU and UW agree to use the following working name to reference their cooperative initiative: “University of Washington School of Medicine—Gonzaga University.”
	2. Until such time as the parties reach agreement regarding the specific terms governing the use of names, including co-branded names, neither party will use the other party's name, either alone or in connection with another word or words, nor shall it use the other's proprietary marks, trademarks, service marks, trade names, symbols, logos or designs, for any promotional or commercial purpose whatsoever (including, but not limited to, any press release, sales or marketing publication or correspondence, advertisement, or similar communication), without the express prior written approval of the other party's officer who has been duly-designated for such purposes.
3. Spokane Community Advisory Board. GU and UW agree to work together with members of the Spokane community to create an advisory board, which will provide advice, support and feedback regarding the “University of Washington School of Medicine—Gonzaga University” cooperative initiative.
	1. The parties anticipate that the advisory board will consist of no more than 15 members.
	2. Members of the advisory board will be selected by the GU and UW Presidents, with the concurrence of the UW SoM Dean and the GU Executive Director.
	3. Members will be selected from representative healthcare and civic sectors of the Spokane community.
	4. The parties anticipate that the advisory board chair and other members will be selected by the end of April 2016, with the board’s first meeting held in May 2016.
	5. Board meetings initially will be scheduled on a quarterly basis.
	6. The UW SoM Assistant Dean and the GU Academic Vice President or their designees will serve as ex officio members of the board.
	7. The advisory board will be jointly staffed.
4. Factors. The parties acknowledge that the furtherance of activities anticipated under this Agreement, including the expansion of class sizes, is influenced and impacted by legislative funding, clinical teaching capacity and adequate teaching facilities.
5. Continuation of Programs. The parties do not intend this Agreement to impact academic programs not covered by the terms of this Agreement, and the parties will continue to operate their respective academic programs in accordance with their established policies, rules and procedures unless this Agreement specifically provides otherwise.
6. Research. GU and UW will define and pursue opportunities for research collaboration, to include biomedical and health-related research, which may involve a larger alliance of Spokane-based researchers. The parties will explore pathways for joint basic science, clinical and translational research projects, as well as identify resources available in the areas of research administration (e.g., Institute of Translational Health Sciences) and technology transfer (e.g., CoMotion). In furtherance of these objectives, GU and UW agree to:
	1. Establish a task force focused on the development of research opportunities; and
	2. Negotiate in good faith a mutually binding and separate agreement that will specify the terms of their collaborative research relationship. The parties desire to finalize the terms of this research agreement on or before March 1, 2017.
7. Development of Cooperative Initiative. UW and GU agree to schedule regular discussions throughout the term of this Agreement to explore additional opportunities for development and expansion of this cooperative initiative. In addition to considering and defining collaborative efforts regarding facilities (Section 6.d) and research (Section 17), the parties will discuss other topics of mutual interest, such as faculty development, administrative oversight, expansion of services and staffing levels and needs. The parties anticipate that specific collaborative projects or activities that the parties wish to implement will, as appropriate, be undertaken pursuant to an amendment to this Agreement (per Section 22.b) or pursuant to one or more separate agreements.
8. Collaboration, Disputes and Governing Law.
	1. *Collaboration*. Collaboration is a key component of the WWAMI Program and this Agreement. GU and UW agree to work together in good faith and coordinate on programmatic issues to create mutually acceptable solutions.
	2. *Notice of Dispute, Negotiation, Mediation and Arbitration*. The parties will attempt in good faith to resolve through negotiation any dispute, claim or controversy arising out of or relating to this Agreement.
		1. Either party may initiate such negotiations by providing written notice to the other party specifying that this provision of this Agreement is being utilized and setting forth the subject of the dispute and the relief requested. The party receiving such notice will respond in writing within ten (10) business days with a statement of its position on and recommended solution to the dispute. If the dispute is not resolved by this exchange of correspondence, then representatives of each party with full settlement authority shall meet at a mutually agreeable time and place in either Seattle or Spokane, Washington, within twenty (20) business days of the date of the initial notice in order to exchange relevant information and perspectives, and to attempt in good faith to resolve the dispute.
		2. If the dispute is not resolved by these negotiations, the matter will be submitted to a mutually agreeable and recognized mediation service prior to initiating legal action. Any such mediation shall be conducted in Seattle, Washington, and the costs of the mediation service shall be shared equally by the parties.
		3. If the dispute is not resolved through mediation, the parties shall submit such dispute to binding arbitration. The arbitration shall take place before a mutually agreeable arbitrator, at a location to be agreed upon by the parties. The mandatory arbitration rules, as implemented locally, shall be binding as to procedure, except as to the right of appeal, which is not applicable herein. The arbitration award shall be by a written decision and shall be final and binding and enforceable by any court of competent jurisdiction. The costs of the arbitrator shall be shared equally by the parties.
	3. *Governing Law*. This Agreement shall be governed by and enforced according to the laws of the State of Washington, without giving effect to its or any other jurisdiction’s choice of law provisions.
9. Indemnification, Insurance and Taxes.
	1. *Mutual Indemnification*. To the extent permitted by applicable law, policy and governance documents, each party (the “Indemnifying Party”) will defend, indemnify, and hold harmless the other party, including its officers, employees, students and agents (collectively, the “Indemnified Party”), from and against any and all losses, claims, liabilities, damages, and costs of whatever kind and nature, including attorney fees and legal costs, for death or injury of any person and for loss or damage to any property, arising or alleged to arise due to the negligent acts or omissions of the Indemnifying Party or the failure of the Indemnifying Party to perform its obligations under this Agreement; providing, however, the Indemnifying Party shall not be obligated to defend, indemnify, and hold harmless the Indemnified Party to the extent any such losses, claims, liabilities, damages, and costs are the result of the negligence of the Indemnified Party or the failure of the Indemnified Party to perform its obligations under this Agreement. GU employees are considered agents of UW for their teaching activities under this Agreement. UW is not responsible for the acts of GU employees undertaken in bad faith or outside the scope of duties.
	2. *Insurance and Proof of Coverage*. UW hereby notifies GU that, as an agency of the State of Washington and in accordance with Washington law, UW maintains a self-insurance program pursuant to the RCW §§28B.20.250, 28B.20.253, and 28B.20.255. GU agrees to maintain during the term of this Agreement commercial general liability and other typical higher education insurance coverages, excluding medical professional liability coverage, with limits of not less than $1 million per occurrence and $3 million annual aggregate and a $25 million excess limit with no aggregate (or an equivalent program of self-insurance satisfactory to UW). Upon the request of either party, the other party will provide proof of insurance or loss coverage required under the terms of this Agreement. In addition, each party agrees to notify the other party in writing in the event of material modification or change in such coverage. To the extent permitted by law, the parties agree to waive subrogation against one another.
	3. *Taxes.* Each party shall be responsible for payment of any taxes (including all federal, state and local employment taxes) owed by it and arising from this Agreement. Notwithstanding the foregoing, UW shall reimburse GU for the actual amount of any business and occupation taxes owed by GU that arise from gross income received from the UW that is related to activities under this Agreement. No academic, student and administrative support charges will be assessed on this amount. In the event GU incurs additional tax liability related to income received from UW for activities under this Agreement, the parties will review these costs during the annual budget process set forth in Section 12, and the UW will reimburse GU for any actual costs incurred by GU not otherwise covered by the budget.
10. Notification. All notices, demands, requests or other communications required to be given or sent by UW or GU will be in writing and will be delivered (i) in person, (ii) mailed by first-class mail, postage prepaid, (iii) transmitted by facsimile, or (iv) transmitted by electronic mail (email), addressed as follows:

To UW:

Suzanne M. Allen, M.D., MPH (or successor)

Vice Dean for Academic, Rural and Regional Affairs

School of Medicine

University of Washington

 Health Sciences Building, A-352A

1959 NE Pacific Street

Seattle, Washington 98195

Phone Number: (206) 543-6797; (208) 364-4552

Facsimile Number: (206) 616-3341; (208) 334-2344

Email address: suzaalle@uw.edu

With a Copy to:

Nancy E. Hovis (or successor)

Senior Director of Business and Regulatory Affairs

School of Medicine

University of Washington

Health Sciences Building, F-306

1959 NE Pacific Street

Seattle, Washington 98195

Phone Number: (206) 616-3954

Facsimile Number: (206) 221-2511

Email address: nhovis@uw.edu

To GU:

Patricia O'Connell Killen, Ph.D. (or successor)

Academic Vice President Gonzaga University

502 East Boone Avenue
Spokane, WA 99258-0099

Phone Number: 509-313-6504

Facsimile Number: 509-313-5860

Email address: killen@gonzaga.edu

With a Copy to:

Maureen McGuire (or successor)

General Counsel

Gonzaga University

502 East Boone Avenue

Spokane, WA 99258-0075

Phone Number: (509) 313-6137

Facsimile Number: (509) 313-5199

Email address: mcguirem@gonzaga.edu

Each party may designate a change of address at any time by notice in writing to the other party. All notices, demands, requests, or communications that are mailed will be deemed received five (5) days after deposit in the U.S. mail, postage prepaid, and all notices transmitted by facsimile or by email will be deemed received upon written confirmation by the receiving party of successful facsimile or email transmission.

1. Miscellaneous.
	1. *Entire Agreement*. This Agreement constitutes the entire agreement between the parties, and supersedes all prior oral or written agreements, commitments, or understandings concerning the matters provided for herein.
	2. *Amendment*. This Agreement may only be modified by a subsequent written agreement executed by the duly-authorized representatives of the parties.
	3. *Severability*. If any provision of this Agreement or of any other Agreement, document or writing pursuant to or in connection with this Agreement, shall be wholly or partially invalid or unenforceable under applicable law, said provision will be ineffective to that extent only, without in any way affecting the remaining parts or provision of said agreement, provided that the remaining provisions continue to effect the purposes of this Agreement.
	4. *Waiver*. Neither the waiver by any of the parties hereto of a breach of or a default under any of the provisions of this Agreement, nor the failure of either of the parties, on one or more occasions, to enforce any of the provisions of this Agreement or to exercise any right or privilege hereunder will thereafter be construed as a waiver of any subsequent breach or default of a similar nature, or as a waiver of any such provisions, rights or privileges hereunder.
	5. *Independent Status.* The parties hereby agree that they are at all times each acting as independent contractors who have entered into this Agreement on the terms and conditions set forth herein. Nothing in this Agreement will be construed or deemed to create a relationship of employer and employee or principal and agent between GU and UW, and their respective faculty, employees, agents or officers.
	6. *Force Majeure*. Nonperformance by a party shall not operate as a default under or breach of the terms of this Agreement to the extent and for so long as any such nonperformance is due to: strikes or other labor disputes; prevention or prohibition by law; the loss or injury to products in transit; an Act of God; or war or other cause beyond the control of such party.
	7. *Assignment*. No party may assign, subcontract, or delegate any right or obligation under this Agreement, in whole or in part, without the express prior written consent of the other party, providing, however, this Agreement shall inure to the benefit of and be binding upon each Party’s successors and assigns.
	8. *Counterparts.* This Agreement may be executed in counterparts.
2. Effective Date. This Agreement shall be effective on the date last signed and shall continue until June 30, 2020, with automatic renewals for two (2) year terms thereafter, unless:
	1. The parties modify or terminate the Agreement upon written mutual agreement;
	2. A party provides written notice of termination to the other party at least twenty-four (24) months in advance of the termination date; or
	3. A party provides written notice of termination to the other party based on a substantial breach of the Agreement by the other party, who fails to remedy such substantial breach within ninety (90) days after receipt of the written notice.
3. Impact of Termination. Termination of this Agreement by either party shall not affect the rights and obligations of the parties accrued prior to the effective date of the termination. In the event of a termination, UW shall reimburse GU for any services provided prior to the effective date of termination.

IN WITNESS THEREOF, the parties have executed this Agreement:

Gonzaga University University of Washington

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Thayne M. McCulloh, D.Phil. Ana Mari Cauce, Ph.D.

President President

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Patricia O’Connell Killen, Ph.D. Gerald J. Baldasty, Ph.D.

Academic Vice President Interim Provost and

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Executive Vice President

 Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Scott Morris Paul G. Ramsey, M.D.

Chair, Board of Trustees CEO, UW Medicine

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Executive Vice President for Medical Affairs

 Dean of the School of Medicine

 Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**EXHIBIT A**

**Reimbursement for Faculty Services, Student Services,**

**Administrative Services and Facilities**

**(attached)**

**EXHIBIT B**

**Facilities Use Terms**

**(attached)**