

**AGREEMENT  
UNIVERSITY OF WYOMING AND LANDER PARKS AND RECREATION**

This agreement is entered into by and between the Lander Parks and Recreation whose address is 240 Lincoln Street, Lander, WY 82520, hereinafter referred to as the SPONSOR, and the University of Wyoming, an institution of higher education of the State of Wyoming, at 1000 E. University Avenue, Department 3355, Laramie, Wyoming 82071, hereinafter referred to as the UNIVERSITY.

WHEREAS the SPONSOR desires a sponsored project in accordance with the scope of work outlined within this agreement, and

WHEREAS the performance of such a project is consistent, compatible and beneficial to the academic role and mission of the UNIVERSITY as an institution of higher education.

NOW THEREFORE, in consideration of the mutual premises and covenants contained herein, the parties hereto agree as follows:

**ARTICLE I. SCOPE OF WORK**

Subject to the terms and conditions of this agreement, the UNIVERSITY agrees to perform for the SPONSOR the activities described in the Scope of Work, *Attachment A* hereto, under the direction and supervision of Amanda Harper principal investigator.

**ARTICLE II. CONTRACT PERIOD**

This agreement shall become effective on May 1<sup>st</sup>, 2026 and shall be completed on December 31<sup>st</sup>, 2026, unless an extension, supplement, addition, continuation or renewal of this agreement is mutually agreed upon in writing between the parties.

**ARTICLE III. FINANCIAL**

The SPONSOR agrees to pay, at a FIXED COST, to the UNIVERSITY for services performed under this agreement in the amount of \$15,000 in accordance with the budget in *Attachment B*. University will invoice Sponsor for the full amount upon completion of work, with payment due within thirty (30) days of invoice.

The parties acknowledge that funds provided under this Agreement may be utilized by the UNIVERSITY as non-federal matching funds only for the project described in Attachment A or for directly related Wyoming Conservation Corps activities benefiting the City of Lander. Such funds shall not be reallocated to unrelated projects without the prior written consent of the SPONSOR.

**ARTICLE IV. REPORTING REQUIREMENTS**

The UNIVERSITY will provide reports on the progress of the activity as outlined or required in the Scope of Work (*Attachment A*) or as designated as follows:

Upon reasonable request by the SPONSOR during the Contract Period, the UNIVERSITY shall provide progress updates regarding project status, work completed, and anticipated completion dates. A final report will be furnished at the completion of the contract period.

**ARTICLE V. CONFIDENTIALITY**

It may be necessary for the parties to disclose proprietary information to each other in connection with performance of the work described in Article I. of the agreement. At the time of disclosure, the disclosing party must declare which information is proprietary. Proprietary information will not include information which: 1) at the time of disclosure or subsequent to that time is generally available to the public; 2) is known by the receiving party at the time of disclosure; 3) is made known to the receiving party by a third party with no obligation of confidence with respect to the disclosed information; or, 4) is independently developed by the receiving party. The receiving party agrees: 1) to receive and hold the information in confidence; 2) not to use

it for any purposes other than in furtherance of the work under this agreement; and 3) not to disclose it to anyone except on a need to know basis.

#### **ARTICLE VI. PUBLICATION**

The UNIVERSITY, as a state institution of higher education, engages only in activities that are compatible and consistent with and beneficial to its academic role and mission and, therefore, results of the activities must be reasonably available for publication. During the term of this agreement and thereafter, the UNIVERSITY shall have the right to publish data and otherwise disclose information generated in connection with the activities under this agreement. Prior to publication, the SPONSOR shall have thirty (30) days to review any proposed publication. The UNIVERSITY agrees that any SPONSOR proprietary information supplied to it by the SPONSOR during the course of the activities performed by the UNIVERSITY will not be included in any published material without prior approval by the SPONSOR, which will not be unreasonably withheld.

#### **ARTICLE VII. EQUIPMENT**

All equipment purchased and/or fabricated for use in connection with activities under this agreement shall be the property of the UNIVERSITY, provided that it shall be dedicated to such activities while this agreement is in effect. Notwithstanding the foregoing, all reports, assessments, recommendations, photographs, maps, data compilations, and other project deliverables specifically prepared for the SPONSOR under this Agreement shall be provided to the SPONSOR upon completion of the project, and the SPONSOR shall retain a perpetual right to use such deliverables for governmental purposes.

#### **ARTICLE VIII. INDEMNIFICATION**

Each party shall be responsible for its own acts, omissions, negligence, and the acts and omissions of its officers, employees, and agents. Nothing contained herein shall be construed as a waiver of any governmental immunity, sovereign immunity, statutory limitation of liability, defense, or protection available to either party under applicable law.

#### **ARTICLE IX. INSURANCE**

The UNIVERSITY agrees to maintain insurance coverage as limited by the statutes of the State of Wyoming and/or by its insurance. SPONSOR will maintain adequate liability insurance for the protection of itself and its officers, employees, and agents for actions taken pursuant to this agreement. Upon request, either party shall provide reasonable evidence of insurance coverage or self-insurance sufficient to satisfy the obligations set forth herein.

#### **ARTICLE X. COMPLIANCE WITH LAWS, INTERPRETATION AND GOVERNMENTAL CLAIMS**

The parties agree to comply with all applicable Federal, state and local laws, codes, regulations, rules and orders in connection with their performance of this agreement.

The parties agree that the laws of the State of Wyoming shall govern this agreement, that any questions arising hereunder shall be construed according to such laws, and that this agreement has been negotiated and executed in the State of Wyoming and is enforceable exclusively in the courts of the State of Wyoming.

Any actions or claims against the University under this agreement must be in accordance with and are controlled by the Wyoming Governmental Claims Act, W.S. 1-39-101 *et seq.* (1977) as amended. The UNIVERSITY does not waive its sovereign immunity or its governmental immunity by entering into this agreement and fully retains all immunities and defenses provided by law with regard to any action based on this agreement.

The parties acknowledge that records in the possession of the SPONSOR may be subject to disclosure pursuant to the Wyoming Public Records Act, W.S. § 16-4-201 *et seq.* Nothing in this Agreement shall require the SPONSOR to withhold records that must be disclosed under applicable law.

**ARTICLE XI. ASSIGNMENT**

Neither party shall assign or transfer any interest in this agreement, nor assign any claims for money due or to become due under this agreement, without the prior written approval of the other party.

**ARTICLE XII. INVENTIONS AND DISCOVERIES**

The SPONSOR agrees to the intellectual property provisions described in *Attachment C*.

**ARTICLE XIII. PUBLICATION BY SPONSOR**

The SPONSOR will not include the name of UNIVERSITY in any advertisement, sales promotion or other publicity matter without the prior written approval of the director of the Wyoming Conservation Corps.

**ARTICLE XIV. EQUAL EMPLOYMENT OPPORTUNITY**

Both parties shall fully adhere to all applicable local, state and federal law, including equal employment opportunity and including but not limited to compliance with Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975 and the American with Disabilities Act of 1990. The UNIVERSITY is committed to equal opportunity for all persons in all facets of the UNIVERSITY's operations and is an Equal Opportunity/Affirmative Action employer. The UNIVERSITY will provide all applicants for admissions, employment and all UNIVERSITY employees with equal opportunity without regard to race, gender, religion, color, national origin, disability, age, protected veteran status, sexual orientation, genetic information, gender identity, creed, ancestry, political belief, any other applicable protected category, or participation in any protected activity. The UNIVERSITY ensures non-discriminatory practices in all matters relating to its education programs and activities and extends the same non-discriminatory practices to recruiting, hiring, training, compensation, benefits, promotions, demotions, transfers, and all other terms and conditions of employment.

**ARTICLE XV. TERMINATION**

This agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least ninety (90) days prior to the intended date of termination. Termination shall not affect the rights or nullify obligations of either party that have accrued prior to termination. Upon termination, SPONSOR shall pay UNIVERSITY all reasonable expenses incurred or committed to be expended as of the effective date of termination. Any provisions of this agreement which by their nature are intended to survive this agreement, including without limitation Articles III, V, VI, VIII and XII, shall survive termination of this agreement for any reason.

**ARTICLE XVI. CHANGES AND AMENDMENTS**

This agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. All amendments and/or changes shall be by written instrument executed by the parties hereto.

The obligations of the SPONSOR under this Agreement are subject to the lawful appropriation and availability of funds. In the event sufficient funds are not appropriated or otherwise made available, the SPONSOR may terminate this Agreement without penalty upon written notice to the UNIVERSITY.

**ARTICLE XVII. NO THIRD-PARTY BENEFICIARIES**

This Agreement is entered into solely for the benefit of the parties hereto and shall not be construed to create any rights, claims, causes of action, or benefits in favor of any third party.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed as of the date set forth herein by their duly authorized representatives.

**UNIVERSITY OF WYOMING**

**SPONSOR**

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: Senior Director, COMPASS

Title:

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

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

## Attachment C Intellectual Property

**BACKGROUND IP.** UNIVERSITY background intellectual property (“UNIVERSITY BIP”) means all inventions, discoveries, software, computer programs, and other intellectual property that is, prior to the effective date of this agreement, either a) owned by the UNIVERSITY, or b) licensed to or otherwise in the control of the UNIVERSITY. All right and title in and to UNIVERSITY BIP is reserved to the UNIVERSITY unless a license or other transfer of rights is expressly granted by the UNIVERSITY to the SPONSOR. Nothing in this agreement shall be construed as a grant of rights or license from the UNIVERSITY to the SPONSOR to any third party’s intellectual property or intellectual property rights, and the SPONSOR shall obtain or secure any licenses, rights, or permissions required for any use it wishes to or is required to make of third party information or intellectual property, including computer programs.

**UNIVERSITY IP.** UNIVERSITY intellectual property (“UNIVERSITY IP”) means all inventions, discoveries (whether or not patentable), software, computer programs and other intellectual property that are conceived or discovered solely by one or more employees or representatives of the UNIVERSITY in performance of the Scope of Work (*Attachment A*) under this agreement. Inventorship and authorship of UNIVERSITY IP shall be determined according to United States patent, copyright and other intellectual property laws. The UNIVERSITY shall retain all right, title and interest in and to UNIVERSITY IP, regardless of where it is made. The UNIVERSITY agrees to take appropriate steps to cause all personnel assigned to the activities under this agreement to disclose inventions, discoveries, software, and computer programs first conceived by any such personnel in the performance of the Scope of Work (*Attachment A*) under this Agreement to the UNIVERSITY and the UNIVERSITY agrees to further disclose to the SPONSOR the existence of any such UNIVERSITY IP. The UNIVERSITY shall have the right, but not the obligation, to file patent applications on or otherwise protect UNIVERSITY IP in its sole discretion.

**SPONSOR IP.** SPONSOR intellectual property (“SPONSOR IP”) means all inventions, discoveries (whether or not patentable), software, computer programs and other intellectual property that are conceived or discovered solely by one or more employees or representatives of the SPONSOR under this agreement. Inventorship and authorship of SPONSOR IP shall be determined according to United States patent, copyright and other intellectual property laws. The SPONSOR shall retain all right, title and interest in and to SPONSOR IP. Sponsor IP shall not include Background IP or University IP.

**JOINT IP.** Jointly developed intellectual property (“JOINT IP”) means all inventions, discoveries (whether or not patentable), software, computer programs and other intellectual property that are conceived or discovered jointly by one or more employees or representatives of the UNIVERSITY and one or more employees or representatives of the SPONSOR. Joint IP will be jointly owned by both parties. Both parties agree to take appropriate steps to cause all personnel assigned to the project under this agreement to disclose inventions, discoveries, software, and computer programs conceived by them to the UNIVERSITY or the SPONSOR, as the case may be, and both parties agree to further disclose to each other the existence of any such JOINT IP. Either party may use JOINT IP without the consent of, or without having to make any accounting or contribution to, the other party, and any obligation arising under to law to make such accounting or contribution is hereby knowingly waived by the parties. Inventorship (and subsequent ownership) of JOINT IP shall be determined according to United States patent and copyright laws the obligations of such inventors to assign intellectual property rights. Expenses associated with obtaining intellectual property protection of any JOINT IP shall be shared equally by SPONSOR and UNIVERSITY.

The UNIVERSITY hereby grants to the SPONSOR a limited, exclusive option to negotiate a world-wide, royalty-bearing license to UNIVERSITY IP and UNIVERSITY’S rights in JOINT IP. Notice of the exercise of the option must be given by the SPONSOR to the UNIVERSITY, in writing, within sixty (60) calendar days of the date of the disclosure of the UNIVERSITY IP by UNIVERSITY to SPONSOR or of JOINT IP by one Party to the other Party. If the SPONSOR exercises its option within the prescribed time period, the parties agree to enter into good faith negotiations of an agreement on mutually satisfactory terms. The terms of the license agreement will depend on and be dictated by UNIVERSITY policies regarding intellectual property and the nature of the inventions, discoveries, applications and patents. Under any such license agreement, the UNIVERSITY will retain the right to practice the subject matter of the license for educational and research purposes. During the period of negotiation of the license agreement and during the term of the agreement, the SPONSOR shall reimburse the UNIVERSITY for its related, reasonable patent costs and expenses.

If such license agreement between the UNIVERSITY and the SPONSOR is not executed in final form within ninety (90) days of written notice to the UNIVERSITY of SPONSOR’S exercise of the above option, the UNIVERSITY shall be free to commence negotiations with any third party to license the same intellectual property or any portion thereof without further obligation to the SPONSOR.

Notwithstanding any provision of this Attachment, the SPONSOR shall retain a perpetual, royalty-free, non-exclusive license to use, reproduce, distribute, and publicly display all reports, studies, recommendations, data summaries, maps, photographs, and other project deliverables generated under this Agreement for governmental, planning, operational, and public-information purposes.