

Research Subcontract

No. 0001 ("Subcontract")

Under Weber State University ("Prime Sponsor") Prime Contract No. 18DWS0015 ("Prime Contract")

This Subcontract is entered into between the Prime Contractor and Subcontractor named below for the performance of a portion of the Scope of Work originally awarded to the Prime Contractor. The parties agree to the following terms and conditions:

Prime Contractor ("Contractor") Name: Weber State University Address: 3850 Dixon Parkway Dept 1027, Ogden Utah 84408 DUNS: 073200895 Prime Contractor PI Name: Catherine Clark	Subcontractor ("Subcontractor") Name: San Juan County Address: 117 South Main Street Monticello, Utah 84535 DUNS: WCVABP2FEVA2 Subcontractor PI Name: Mack McDonald
Subcontract Period of Performance: Budget Period: From: 07/16/2024 Through: 07/16/2027 Total Project Period: 07/16/2024 Through: 07/16/2027	Contract Value: Funding This Action: \$100,000 Total Funding to Date: \$100,000 Cost Sharing Obligation: \$182,400 Anticipated Total Contract Value: \$281,400
Subcontract Type: Cost reimbursable	

Project Title: Rural Wild Cat Micro Fund

- Subcontractor's Work:** Subcontractor shall supply all personnel, equipment, and materials necessary to accomplish the tasks set forth in Attachment 4, "Subcontractor Statement of Work and Reporting Requirements," which is hereby made part of this Subcontract.
- Limitation on Costs:** Contractor is not liable for any cost in excess of the amount listed above as "Total Funding to Date" without prior written authorization from Prime Sponsor. Attachment 5, "Subcontractor's Budget," is hereby made part of this Subcontract.
- Payment:** Contractor shall reimburse Subcontractor not more often than monthly for allowable costs. All invoices shall be submitted using Subcontractor's standard invoice, but at a minimum shall include current and cumulative costs (including cost sharing), Subcontract number, and certification as to truth and accuracy of invoice. *Invoices that do not reference Subcontract Number may be returned to Subcontractor.* Invoices and questions concerning invoice receipt or payments should be directed to the appropriate party's Financial Contact as shown in Attachments 3A & 3B. All payments shall be considered provisional and subject to adjustment within the total estimated cost in the event such adjustment is necessary as a result of an adverse audit finding against Subcontractor. Contractor reserves the right to reject an invoice.
- Incorporation of Prime Contract:** In the performance of Subcontractor's Work, all applicable terms and conditions of Attachment 6, "Prime Contract Terms and Conditions," are hereby made part of this Subcontract.
- Incorporation of General Terms and Conditions:** In the performance of Subcontractor's Work, all terms and conditions in Attachment 2, "General Terms and Conditions" are hereby made part of this Subcontract.
- Order of Precedence:** Any inconsistencies in this Subcontract shall be resolved by giving precedence in the following order:
 - This Document and Attachment 1, "Representations and Certifications";
 - Attachment 2, "General Terms and Conditions";
 - Attachment 6, "Prime Contract Terms and Conditions";
 - Attachment 4, "Subcontractor Statement of Work and Reporting Requirements";
 - Attachment 5, "Subcontractor's Budget" or "Payment Schedule";
 - Other documents, exhibits, and attachments
- Key Personnel:** Subcontractor's Principal Investigator, [insert name], is considered essential to the work to be performed under this Subcontract. Substitution or substantial reduction in commitment of Subcontractor's Principal Investigator requires the prior written approval of Contractor. In the event that Subcontractor notifies Contractor that it desires to replace Subcontractor's Principal Investigator, Subcontractor shall notify Contractor in writing within 15 business days of the date of such replacement and shall propose a substitute principal investigator, identifying the proposed substitute in the notice. Contractor shall notify Subcontractor within 15 business days after receipt of such notice of its decision either to continue the Subcontract with the substitute principal investigator or to terminate the Subcontract.
- Entire Agreement:** This Subcontract constitutes the entire agreement between the Parties regarding the subject matter herein. Unless otherwise provided for in Attachment 2, any modification to this Subcontract shall be made in writing and must be signed by an authorized representative of each Party.

IN WITNESS WHEREOF, duly authorized representative of the Parties have entered into this Subcontract as of the date of the last signature set forth below:

Contractor Signature

Subcontractor Signature

Name: James Taylor

Name: Mack McDonald

Title: Executive Director
Date: 08/27/2024

Title: Chief Administrative Officer
Date: 06/19/2026

**Research Subcontract
Attachment 1
Representations and Certifications
Subcontract No. 0001**

The following is incorporated into the Subcontract by reference.

ANNUAL REPRESENTATIONS AND CERTIFICATIONS (FEBRUARY 2012), FAR Clause 52.204-8

ONLINE REPRESENTATIONS & CERTIFICATIONS (ORCA), FAR Subpart 4.12:

Subcontractor shall complete electronic annual representations and certifications at <https://www.sam.gov> (System for Award Management, or SAM) (see FAR [4.1102](#)). SAM includes all registrations and certifications previously found in CCR/FedReg, ORCA, and EPLS.

(1) Subcontractor shall update the representations and certifications submitted to SAM as necessary, but at least annually, to ensure they are kept current, accurate, and complete. The representations and certifications are effective until one year from date of submission or update to SAM.

(2) When any of the conditions in paragraph (b) of the clause at [52.219-28](#), Post-Award Small Business Program Representation, apply, if Subcontractor represented that it was a small business prior to award of this Subcontract, it must update the representations and certifications in SAM as directed by the clause. If Subcontractor represented that it was other than a small business prior to award of this Subcontract, it may update the representations and certifications in SAM as directed by the clause, if its size status has changed since the date of award.

<https://www.sam.gov/portal/public/SAM/>

Has Subcontractor's Online Representations and Certifications been completed within the last year? ☒ YES ☐ NO

Additional certifications as required by the Prime Contract:

List additional certifications here

1.

Research Subcontract
Attachment 2
General Terms and Conditions
Subcontract No.0001

1. **Independent Contractor.** The Subcontractor is engaged as an independent contractor. Nothing in the Subcontract is intended to, or shall be deemed to, constitute a partnership or joint venture between the parties. No party has the authority to bind any other party in contract or to incur any debts or obligations on behalf of any other party, and no party (including any employee or other representative of a party with responsibility for program matters) shall take any action that attempts or purports to bind any other party in contract or to incur any debts or obligations on behalf of any other party, without the affected party's prior written approval.
2. **Publicity/Use of Name.** Neither party shall use the name of the other party, or the name of any faculty member, employee, or student of the other party, in connection with any product, service, promotion, news release, or other publicity without the prior written permission of the other party and, if an individual's name be concerned, of that individual.
3. **Publication.** Each party shall have the right to publish and disseminate information derived from the performance of work under this Subcontract. Qualification for authorship shall be in keeping with generally accepted criteria. Subcontractor shall provide Contractor with a copy of any proposed publication for review and comment at least thirty (30) days prior to submission.
4. **Intellectual Property.** The determination of rights in ownership and disposition of inventions resulting from the performance of the Statement of Work ("Subject Inventions") and the administration of patents will be in accordance with 37 CFR 401 and the terms of this Subcontract. Subcontractor agrees to comply with regulations regarding inventions pursuant to 37 CFR Part 401. Disposition of any copyrights or any copyrightable material created by Subcontractor in performance of the Statement of Work will be determined by the policy of the Subcontractor. Any copyrighted materials are subject to a royalty-free non-exclusive and irrevocable license to the Contractor and U.S. Government to reproduce, publish or otherwise use the copyrighted material for noncommercial purposes and to authorize others to do so for federal purposes. Subcontractor shall own the data it generates under this Subcontract. Subcontractor hereby grants to Contractor the right to receive copies of such data and to use data created as provided in the Statement of Work for the purpose of education and research or to the extent required to meet Contractor's obligations under its Prime Contract. Subcontractor acknowledges the rights of the U.S. Government to use such data.
5. **Confidentiality.** "Confidential Information" shall mean any business or proprietary information provided by one party to the other and clearly identified as "Confidential" by the transmitting party at the time of disclosure. If such transmittal occurs orally, the transmitting party will within thirty (30) days reduce such transmittal to written form, mark and identify it as confidential, and provide such record to the other party.

In the event that a party discloses Confidential Information to the other during the Project, the receiving Party agrees to disclose the Confidential Information only on a need-to-know basis to its employees, directors or other advisors or representatives who are subject to confidentiality obligations, to use the Confidential Information only for the purposes contemplated by this Agreement and to use reasonable efforts to prevent its disclosure to third parties.

However, the receiving party may disclose the Confidential Information if such information (i) was already in the public domain or becomes publicly available through no wrongful act of receiving party, (ii) was previously known or developed by the receiving party without any violation of existing confidentiality obligations, (iii) was known by receiving party prior to disclosure by disclosing party, as evidenced by tangible records; (iv) becomes known to receiving party after disclosure from a third party having an apparent bona fide right to disclose it; (v) is independently developed or discovered by receiving party without use of disclosing party's Confidential Information, as evidenced by tangible records; or (vi) was required to be disclosed by operation of law.

The parties agree that each party retains ownership of the Confidential Information it provides to the other. The receiving party shall promptly return the disclosing party's Confidential Information upon request. The obligations of this clause shall survive for a period of three (3) years following termination of this Agreement. Notwithstanding the foregoing, the parties agree that any personally identifiable health information shall be considered confidential.
6. **Export Controls.** It is understood Subcontractor may be subject to United States laws and regulations controlling the export of technical data, computer software, laboratory prototypes and other commodities (collectively, "Technology" and "Items"), and that its obligations hereunder are contingent on compliance with

applicable U.S. export laws and regulations (including the Arms Export Control Act, as amended, and the Export Administration Act of 1979). The transfer of any such Technology and Items and the entering into and provision of such Transactions and Services, as defined by the regulations, that are subject to restrictions may require a license or authorization from the cognizant agency of the United States Government, and/or may require written assurances by the receiving party that it shall not re-export such Technology and Items to certain foreign destinations and/or to certain recipients without prior approval of the cognizant government agency, and/or may require that the involved individuals and entities will comply with conditions on Transactions and Services. While Subcontractor agrees to cooperate in securing any license which the cognizant agency deems necessary in connection with this Subcontract, Subcontractor cannot guarantee that such licenses will be granted.

7. Classified Research. The parties agree there will be no classified research performed under this Subcontract.

8. Limitation of Liability/Indemnity. Each party shall be responsible for its negligent acts or omissions and the negligent acts or omissions of its employees, officers, or director's, to the extent allowed by law.

9. Insurance. Subcontractor represents that it carries sufficient insurance coverage to comply with the requirements of federal, state and local laws as well as its obligations under this Subcontract.

10. Termination. Either party shall have the right to terminate this Subcontract with 15 days written notice to the other party. In the event that Awarding Agency terminates Prime Contract, Subcontractor shall terminate this Subcontract in accordance with the terms of the Prime Contract. Upon termination, Subcontractor shall be reimbursed for allowable costs and non-cancelable obligations incurred prior to the date of termination and shall furnish all necessary data and final reports, in accordance with Attachments 4 and 5, on the research completed or in progress through the date of termination.

11. Closeout. Along with any other reports or deliverables required hereunder, Subcontractor shall submit its final invoice and release and assignment to Contractor within 15 calendar days following completion of the period of performance of this Subcontract. In the event that quick closeout is requested by Contractor, Subcontractor shall comply with FAR Part 42.708 to complete Subcontract closeout. Payment of the final invoice will be withheld pending:

- Completion, submission, and acceptance by Contractor of all work performed under the Statement of Work;
- Completion of Subcontractor's Release Form, including patent/invention report, and property report; and
- Clear, visible, and proper marking of "final invoice" on the actual final invoice.

12. HIPAA/PHI. There ____ will __x__ will not be personal health information (PHI) or personally identifiable information (PII) involved in this project. *(If yes, need to include data management clause)*

13. Audit. Option 1: Subcontractor assures Contractor that it complies with A-133 and that it will notify Contractor of completion of required audits and of any adverse findings which impact this subaward. For a period of 3 years after date of receipt of final payment, Contractor, Awarding Agency or an authorized representative shall have the right to audit, at its own expense, all financial books, accounts, and records of funds received and costs and commitments incurred under this Subcontract. If any audit reveals a material discrepancy or error in reporting, Subcontractor will reimburse Contractor upon request for the costs and expenses associated with such audit

14. Disputes. The parties shall attempt to resolve all disputes through informal means. Each party agrees that, prior to resorting to litigation to resolve any dispute, it will confer with the other party to determine whether other procedures that are less expensive or less time consuming can be adopted to resolve the dispute.

15. Anti-kickback. Subcontractor represents that no part of the total Subcontract amount provided herein shall be paid directly or indirectly to any officer or employee of Prime Contractor or Awarding Agency as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor, or consultant to Subcontractor in connection with any work contemplated or performed relative to this Subcontract.

16. Assignment. Neither party may assign this Subcontract or any interest therein without the written consent of the other party.

17. Severability. If any provision of this Subcontract or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not effect the other provisions of this Subcontract which can be given effect without the invalid provision, and to this end the provisions of this Subcontract are declared to be severable.

18. Integration. This Subcontract and Attachments contain the entire agreement between the parties, and no statements, promises, or inducements made by either party or agent of either party that are not contained in this written Subcontract shall be valid or binding; and this Subcontract may not be enlarged, modified, or altered except in writing signed by the parties.

19. Waiver. No waiver of any term or provision of this Subcontract whether by conduct or otherwise in any one or more instances shall be deemed to be, or construed as, a further or continuing waiver of any such term or provision, or of any other term or provision, of this Subcontract.

20. Amendments. The Prime Contractor may issue certain changes to the Period of Performance and budget [check one]: ___ Unilaterally __x__ Bilaterally. Unilateral modifications shall be considered valid 14 days after receipt unless otherwise indicated in writing by Subcontractor. Except as expressly set forth in this section, no subsequent amendment, modification or addition to this Subcontract will be binding upon the parties hereto unless reduced to writing and signed by the respective authorized representatives of Contractor and Subcontractor.

21. Counterparts. This Subcontract may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. The parties agree that a party's signature on this Subcontract that is exchanged by portable document format (PDF) or facsimile shall have the effect of original signature of the party for all purposes.

**Research Subcontract
Attachment 3A
Subcontract No. 0001**

Prime Contractor Contacts

Name: Weber State University

Address: 3850 Dixon Parkway, Dept 1027

City: Ogden

State: Utah

Zip Code + 4: 84408-1027

Institution Type : Public Institution

Congressional District: Ut 001

Registration current in SAM? Yes x__ No __

Administrative Contact

Name: James Taylor

Address: 3850 Dixon Parkway, Dept 1027

City: Ogden

State: Utah

Zip: 84408-1027

Telephone: 801 626 6055

Fax:

E-Mail: jamestaylor8@weber.edu

Principal Investigator

Name: Catherine Clark

Address: 1337 Edvalson St.

City: Ogden

State: Utah

Zip Code + 4 84408

Telephone: 801 626 7343

Fax:

E-Mail: catherineclark@weber.edu

Financial Contact

Name: Roxann King

Address: 3850 Dixon Parkway Dept 1014

City: Ogden

State: Utah

Zip Code + 4: 84408-1014

Telephone: 801 626 7438

Fax:

E-Mail: rking3@weber.edu

Invoices Sent To: Roxann King, 3850 Dixon Parkway Dept 1014, Ogden Utah 84408

Authorized Official

Name: James Taylor

Address: 3850 Dixon Parkway, Dept 1027

City: Ogden

State: Utah

Zip Code + 4: 84408-1027

Telephone: 801 626 6055

Fax:

E-Mail: jamestaylor8@weber.edu

**Research Subcontract
Attachment 3B
Subcontract No. 0001**

Subcontractor Contacts

Name: San Juan County

Address: 117 South Main Street

City: Monticello

State: UT

Zip Code + 4: 84535

Institution Type : Government

Congressional District: 3rd

Registration current in SAM.gov? Yes ☒ No ☐

EIN: 87600305

DUNS: WCVABP2FEVA2

Parent DUNS:

Administrative Contact

Name: Mack McDonald

Address: 117 South Main Street

City: Monticello

State: UT

Zip Code + 4: 85535

Telephone: 435-587-3225

Fax:

E-Mail: mmckdonald@sanjuancountyut.gov

Principal Investigator

Name: Mack McDonald

Address: 117 South Main Street

City: Monticello

State: Utah

Zip Code + 4: 84535

Telephone: 435-587-3225

Fax:

E-Mail: mmckdonald@sanjuancountyut.gov

Financial Contact

Name: Duncan Lyman

Address: 117 South Main Street

City: Monticello

State: UT

Zip Code + 4: 84535

Telephone: 435-587-3225

Fax:

E-Mail: dlyman@sanjuancountyut.gov

Checks Sent To:

Name: San Juan County

Address: P. O. Box 9

City: Monticello

State: UT

Zip Code + 4: 84535

Telephone: 435-587-3225

Fax:

E-Mail:

Authorized Official

Name: Mack McDonald

Address: 117 South Main Street

City: Monticello

State: UT

Zip Code + 4: 84535

Telephone: 435-587-3225

Fax:

E-Mail: mmckdonald@sanjuancoun

**Research Subcontract
Attachment 3B, Page 2**

**Place of Performance & Highest Compensated Officers
Subcontract No. _____**

Subcontractor Name:

Place of Performance:

Name:

Address:

City:

State

Zip Code + 4

Telephone:

E-Mail:

Congressional District:

The names and total compensation of the five most highly compensated officers of Subcontractor must be listed if:

(i) Subcontractor in the preceding fiscal year received:

(I) 80 percent or more of its annual gross revenues in Federal awards (federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements); AND

(II) \$25,000,000 or more in annual gross revenues from Federal awards; AND

(ii) the public does not have access to information about the compensation of the senior executives of Subcontractor through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986.

Is Subcontractor exempt from reporting executive compensation? Yes ☐ No ☐ If no, complete the information below.

Officer 1 Name

Officer 1 Compensation

Officer 2 Name

Officer 2 Compensation

Officer 3 Name

Officer 3 Compensation

Officer 4 Name

Officer 4 Compensation

Officer 5 Name

Officer 5 Compensation

Research Subcontract Attachment 4 Subcontractor Statement of Work and Reporting Requirements

The Scope of Work will provide critical early-stage infrastructure for entrepreneurs via programming and training:

1. Create region-specific evaluation plans for Wildcat Micro Fund	
2. Perform outreach and engagement:	
	i. Create marketing materials for Wildcat Micro Fund for each region.
	ii. Meet with and present to community stakeholders to identify entrepreneurs in each new region.
	iii. Make presentations with Community Partners, chambers of commerce, trade associations; Tech Colleges; and Small Business Development Centers (SBDC).
	iv. Develop unique programming and training for each region.
3. Provide business technical assistance to entrepreneurs through the Wildcat Micro Fund	
	i. Solicit new business applications through the WMF website.
	ii. Review business applications through the regional project coordinators; vetted applications will be selected. Each selected team is given an SBDC mentor by region.
	v. Have selected applicants pitch for funds (provided through donation from the America First Credit Union) to achieve their next business milestone.
	viii Promote and host Wildcat Micro Fund events with audiences at different venues within the applicant partners to facilitate participation among the various regions.
4. Refer entrepreneurs to external funding sources and services	
	i. Leverage existing partnerships to refer entrepreneurs with external funding sources.
	ii. Refer entrepreneurs to partners in financial, legal, and engineering services, including law, accounting, and engineering firms.
5. Obtain and report metrics	
	i. Communicate with each region coordinator to gather information on entrepreneurs served and others engaged at least quarterly.
	ii. Survey entrepreneurs to assess start-ups created, funds raised, IP generated, and jobs created at least annually.

Research Subcontract
Attachment 5
Subcontractor Budget and Cost Sharing
Subcontract No. _____
[for cost reimbursement subcontracts]

Budget:

San Juan County agrees to provide the required match as follows:

Year	San Juan County In-Kind Contribution	Weber State University Contribution	Total Contribution
2025	\$60,800	\$33,000	\$93,800
2026	\$60,800	\$33,000	\$93,800
2027	\$60,800	\$33,000	\$93,800
Total	\$182,400	\$99,000	\$281,400

San Juan County agrees to **disburse funds** to support the hiring and management of a **Regional Coordinator Position** to implement and oversee the expansion of Wildcat MicroFund activities.

San Juan County **will oversee and determine the hiring and selection process** for this position, ensuring alignment with county priorities and regional needs. **All procurement actions will comply with federal procurement standards outlined in 2 CFR § 200.318 through § 200.327.**

IV. RESPONSIBILITIES OF SAN JUAN COUNTY

San Juan County agrees to:

1. **Provide in-kind contributions totaling \$60,800 annually**, including:
 - **Bear Center:** Access to business hubs in **La Sal and White Mesa, Utah**, valued at **\$21,000 annually**.
 - **Tsé Bii' Ndzisgaa Community Center, Oljato-Monument Valley, Utah:** In-kind contribution of **\$24,000 annually**.
 - **Monticello Coworking Space, Monticello, Utah:** Managed by **San Juan County**, contributing an in-kind value of **\$10,000 annually**.
 - **Economic Development Manager:** 10% of their time and effort, valued at **\$5,800 annually**.
2. **Hire and oversee the Regional Coordinator** to facilitate program implementation.
3. **Ensure equitable access to Wildcat MicroFund resources** for businesses and entrepreneurs within San Juan County and Indigenous communities.
4. **Facilitate connections** between the Wildcat MicroFund and **Small Business Development Centers (SBDCs), Chambers of Commerce, and economic development agencies**.
5. **Promote Wildcat MicroFund resources**, expanding awareness and participation among rural and Indigenous entrepreneurs.
6. **Lead the marketing and outreach efforts** to ensure that businesses in the region are aware of and can access the program.

V. RESPONSIBILITIES OF WEBER STATE UNIVERSITY (WILDCAT MICROFUND)

Weber State University's Wildcat MicroFund agrees to:

1. **Provide \$33,000 annually** for three years (2025–2027) to support the **Technical Assistance** position (Regional Coordinator) in San Juan County.
2. **Develop customized training and mentorship programs** for entrepreneurs in San Juan County and Indigenous communities.
3. **Administer and distribute MicroFund awards** to qualifying entrepreneurs.
4. **Provide access to Weber State's online entrepreneurship programs**, including certificates, associate degrees, and minors in entrepreneurship.
5. **Support the Regional Coordinator** in executing outreach, training, and program implementation efforts.

VI. INVOICING & PAYMENT TERMS

1. **Invoice Processing:** Weber State University (WMF) agrees to process all invoices submitted by San Juan County within **30 days of receipt**.

2. **Payment Disbursement:** Payments will be made by Weber State University directly to **San Juan County** in accordance with the agreed-upon invoicing schedule and scope of work.
3. **Submission Requirements:** San Juan County will submit invoices to the designated Weber State University contact, including all necessary supporting documentation, to facilitate timely processing.
4. **Late Payment Resolution:** If payment is delayed beyond 30 days, Weber State University will notify San Juan County in writing with a status update and expected payment date.

VII. REPORTING & COMPLIANCE

Both parties agree to the following reporting requirements:

- **Semiannual Reports due on April 30th and October 30th.** The reports are due 2 weeks before the reporting due date detailing:
 - Funding utilization and program impact.
 - Outreach efforts and number of businesses served.
 - Effectiveness of the Regional Coordinator in meeting program objectives.
- **Final Report** summarizing:
 - Overall impact of the Wildcat MicroFund expansion in San Juan County.
 - Recommendations for sustainability beyond the grant period.

Research Subcontract
Attachment 6
Governmental Terms and Conditions
Subcontract No. _____

1. CONTRACTOR IS A GOVERNMENTAL ENTITY AND THEREFORE SUBJECT TO CERTAIN LAWS. Subcontractor is hereby informed that Contractor is a governmental entity and thus subject to the Government Records Access and Management Act of the Utah Code, Section 63G-2-101 et seq., 1953, as may be amended (hereinafter "GRAMA"). Pursuant to GRAMA, certain records within Contractor's possession or control (including the Agreement) may be subject to public disclosure. University hereby informs Company that any person or entity that provides University with records that such person or entity believes should be protected from disclosure for business reasons must, pursuant to Section 63G-2-309 of GRAMA, provide to University, with the record, a written claim of business confidentiality and a concise statement of reasons supporting such claim. Notwithstanding any provision to the contrary in the Subcontract, Contractor may disclose any information or record to the extent required by GRAMA or otherwise required by law, and to Contractor's attorneys, accountants, consultants on a need-to-know basis.

2. Subcontractor further acknowledges that Contractor is a governmental entity under the Governmental Immunity Act of Utah, Utah Code Ann., Section 63G-7-101 et seq., as amended (hereinafter "Act"). Nothing in the Agreement shall be construed as a waiver by Contractor of any protections, rights, or defenses applicable to Contractor under the Act, including without limitation, the provisions of Section 63G-7-604 regarding limitation of judgments. It is not the intent of Contractor to incur by contract any liability for the operations, acts, or omissions of the other Party or any third party and nothing in the Agreement shall be so interpreted or construed. Without limiting the generality of the foregoing, and notwithstanding any provisions to the contrary in this Subcontract, any obligations of University in the Subcontract to indemnify, hold or save harmless, and/or defend contained in the Subcontract are subject to the Act, are limited only to claims that arise from the negligent acts or omissions of Contractor, and the total amount of any such obligations, inclusive of attorney's fees, are limited to the amounts established in Section 63G-7-604 of the Act.

4. Contractor is insured through its participation in the Risk Management Fund of the State of Utah, see Utah Code 63A-4-101-104, 201. Nothing in this Subcontract shall require Contractor to carry different or additional insurance, and any obligations of Contractor to name a party as additional insured shall be limited to naming such party as additional insured with respect to Contractor's negligent acts or omissions. If Contractor is required to defend, indemnify or hold harmless Subcontractor, a defense shall be provided by the State of Utah Division of Risk Management through its contracted Assistant Attorneys General.