AFFILIATION AGREEMENT
between
University of Wyoming
and
WYOMING HUMANITIES COUNCIL

THIS AFFILIATION AGREEMENT (the “Agreement”) is made and entered into by and between the University of Wyoming Board of Trustees, (“University”) and the Wyoming Humanities Council (“Council”) this 1st day of February 2011 to set forth the objectives, understandings, and agreements with respect to the council’s operation.

WHEREAS, the Council is an independent, nonprofit organization supported primarily by a grant from the Federal-State Partnership program of the National Endowment for the Humanities and from private contributions. The council provides grants and programs to communities throughout the state to promote public understanding, appreciation, and cultivation of the humanities. Offices of the Council are located at 1315 E. Lewis Street, Laramie, WY 82072; and

WHEREAS, the University owns the facility located at 1315 E. Lewis Street, Laramie, Wyoming and Licenses the facility; and

WHEREAS, the Council is a not-for-profit organization, mandated by Congress and funded by the National Endowment for the Humanities as an independent grant-making agency dedicated to supporting research, education, preservation, and public programs in the humanities. Disciplines include history, literature, philosophy, folklore, history of the arts or sciences, political science, religious studies, languages, anthropology, sociology, or other fields that study human culture and experience; and

WHEREAS, the Council and the University have maintained an affiliation for forty (40) years for their mutual benefit and, by the reason of changing circumstances, wish to reconfirm and restate the Affiliation Agreement herein to reflect those changing circumstances and to clarify the responsibilities of each party; and

WHEREAS, the University and the Council have agreed to the terms and conditions for extending the affiliation relating to licensed space, and operation of the Council’s activities.

NOW, THEREFORE, the University and Council agree as follows:

1. COUNCIL ACTIVITIES.

   A. Council shall maintain primary responsibility and ultimate authority and control over its activities and related administrative and operational responsibilities, including
planning and implementation, evaluation, scheduling, and any other responsibilities required by law, or other applicable governing bodies.

B. Council agrees to continue to judiciously consider grant applications from faculty, students, and university museums as well as partnerships.

C. Council agrees to provide general administrative services and staff necessary for the operation of the Council. All personnel employed by the Council shall be supported by the Council.

D. University agrees to provide, at no charge, the space and facilities at 1315 E. Lewis Street, Laramie, Wyoming, necessary for the Council until such time the University deems it necessary to raze building or change the use of facility. In the case of destruction of the building or a change in the use of the facility, another, comparable location appropriate to the functions of the Council will be found on the university campus.

E. While Council has ultimate authority over the operations, the parties acknowledge that University enters into this Agreement expecting that the Council will operate reasonably consistent with its activities, needs, and requirements. Accordingly, Council will make all reasonable, good faith efforts to provide and support an environment to non-profit groups and government agencies throughout Wyoming or Nonprofits outside Wyoming whose programs will occur in Wyoming to pursue humanities projects that complies with the grants requirements.

2. COUNCIL AND COUNCIL FACILITY.

A. Council shall execute a License with the University for License Facility as outlined in the License Agreement, attached hereto as Exhibit A and incorporated by reference herein.

B. Council through its Board of Directors and its Executive Director is and shall continue to be, responsible for establishing all Council operational policies. Such policies shall include determining the scope, staffing, and location of services provided.

3. OTHER KEY AFFILIATION TERMS.

A. The parties recognize that the success of the Affiliation Agreement is dependent upon each of the parties working in good faith with the other. The parties further recognize that continued success relies on maintaining the constructive and amicable communication between appropriate representatives of the Council and the University.
B. To assure coordination and communication between Council and University the Executive Director shall be invited and entitled to attend and participate in the relevant portion of meetings addressing the facility or other matters specifically related to the Affiliation. Similarly the University shall be invited and entitled to attend and participate in the relevant portion of management meetings addressing the Facility or other matters specifically related to the Affiliation.

C. The Council’s Executive Director and the University shall maintain ongoing communication as to matters arising hereunder, matters relating to common management and policy or matters otherwise impacting their counterpart.

4. TERM AND TERMINATION OF AGREEMENT.

A. This Agreement shall be effective for a period of ten-years (10) beginning 1st day of February 2011 and shall continue through 31st day of January 2021. This Agreement shall only be modified by written mutual agreement between the parties and may be extended only by mutual written agreement between the parties for a period not to exceed ten (10)-years. Either University (through the Office of the President) or Council (through notification from the Executive Director) may terminate the agreement by tendering one year written notice prior to the intended date of termination of any term. The consideration for each renewal period or any adjustment in or change to the terms shall be negotiated between the parties hereto at least 30 days prior to each renewal period.

B. This Agreement may be terminated, in whole or in part, for cause upon a Party’s prior written notice to the other Parties. Except as otherwise specified, such termination for cause shall be effective immediately. “Cause” shall include, without limitation:

i) material breach of this Agreement, subject to sixty (60) days to cure and a failure to cure by the end of sixty (60) days. This cure period shall be shortened if a shorter period is necessary;

ii) any Party’s loss of any insurance required herein;

iii) another Party’s conviction of a crime, or debarment by the federal or state government; or

iv) any Party’s loss or suspension of any license, permit or other authorization necessary to meet its obligations hereunder.
5. **NONDISCRIMINATION.** The University and Council agree that in the performance or this Agreement there will be no discrimination in violation of Federal or State law or the Policies of the University of Wyoming, provided that University will provide Council a copy of such policies, as well as written notice of all amendments to such policies and procedures not fewer than thirty (30) days before their effectiveness. Specifically, the parties agree that in the performance of this Agreement, there will be no discrimination on the basis of race, color, sex, religion, sexual orientation, age, and national origin, the presence of any mental or physical disability.

6. **INSURANCE.**

   A. Council shall secure and maintain, or cause to be secured and maintained, during this Agreement’s term, worker’s compensation and comprehensive general insurance for itself and, as appropriate, for its officers, directors, employees, contractors, and agents, consistent with prevailing standards. Council will give University thirty (30) days’ advance written notice of any modification, termination, suspension, expiration or relinquishment of such insurance.

   B. Council agrees to defend, indemnify and hold harmless the University, its officers, and public employees as defined in Wyoming Statutes, from any and all claims arising from the negligent or wrongful acts or omissions of the Council.

7. **APPLICABLE LAW.** This Agreement is governed by the laws of the State of Wyoming, as well as all applicable Federal laws, regulations, and policies, including, but not limited to, all laws, rules, policies, and other terms applicable to Council’s grant(s).

8. **ASSIGNABILITY.** Neither party may assign or otherwise transfer or delegate any right or duty without the express written consent of the other party.

9. **NOTICES.** All notices or other communications purporting to exercise or otherwise affect rights and duties under this Agreement shall be given by registered or certified mail, addressed to the parties as indicated below, and are complete on the date mailed.

   Notices to University shall be addressed to:    Notices to Council shall be addressed to:

   Office of the President                               Executive Director
   University of Wyoming                                   Wyoming Humanities Council
   Dept 3434, 206 Old Main                                1315 E. Lewis Street
   1000 E University Ave.                                 Laramie, WY 82072
10. AMENDMENT. This Agreement may not be waived, altered, modified, supplemented, or amended in any manner except by written agreement signed by both parties.

11. SEVERABILITY. If any term or provision of the Agreement is declared by a court having jurisdiction to be illegal or unenforceable, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties are to be construed and enforced as if the agreement did not contain that term or provision.

12. MERGER. This Agreement constitutes the entire agreement between the Parties. This Agreement supersedes any other agreements or understandings between the Parties, whether oral or written, relating to the subject matter of this Agreement, with the exception of the License for the Council facility. No understandings, agreements, or representations, oral or written, not specified within the Agreement may be enforced by either party not may they be employed for interpretation purposes in any dispute involving this Agreement.

13. WAIVER. The failure of either party to exercise any of its rights under this Agreement for a breach thereof shall not be deemed to be a waiver of such rights, and no waiver by either party, whether written or oral, express or implied, or any rights under or arising from the Agreement shall be binding in any subsequent occasion; and no concession by either party shall be treated as an implied modification of the Agreement unless specifically agreed in writing.

14. SOVEREIGN IMMUNITY. The University shall retain all immunities and limitations of liability afforded by the Wyoming Governmental Claims Act, Statute § 1-39-101 et seq., and no waiver of such immunity or limitation is intended by this Agreement.

15. THIRD PARTY BENEFICIARY CLAUSE. This Agreement is intended to be a contract only between the Council and the University, enforceable only by the parties hereto, and no other party shall be entitled to claim under or by virtue of this Agreement as a Third-Party Beneficiary of this Agreement.

16. NO PRESUMPTION AGAINST DRAFTER. Lessor and lessee agree both participated in the drafting of this License Agreement. In any controversy, dispute, or contest over the meaning, interpretation, validity, or enforceability of this License or any of its terms or conditions, there shall be no inference, presumption, or conclusion drawn whatsoever against either party by virtue of that party having drafted this License or any portion thereof.

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IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly-authorized representatives on the date set out above.

University of Wyoming

[Signature]
Thomas Buchanan
President

Wyoming Humanities Council

[Signature]
Marcia W. Britton
Executive Director
EXHIBIT A

LICENSE AGREEMENT
between
UNIVERSITY OF WYOMING
and
WYOMING HUMANITIES COUNCIL

This License Agreement is made and entered into effective the 1st day of February 2011 by and between The University of Wyoming ("Licensor") and Wyoming Humanities Council, an independent nonprofit organization ("Licensee").

WHEREAS the Wyoming Humanities Council and the University of Wyoming have had an established informal cooperative relationship for forty (40) years, from 1971 through 2011; and

WHEREAS the Wyoming Humanities Council and the University of Wyoming desire to formalize their long-term relationship, specifying their mutual benefits and responsibilities;

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

1. **Premises.** Licensor hereby Licenses to Licensee the following described property (the "Licensed Premises"), located at 1315 E. Lewis Street, Laramie, Wyoming and more particularly described as:

   Lot 4 in Block 3, University Place Addition to the City of Laramie, Albany County, Wyoming

2. **Use of Premises.** Licensee will use and occupy the Licensed Premises for its lawful business purposes which is the operation of a nonprofit humanities organization. Licensee will comply with all present and future laws, ordinances, rules, orders and regulations of all governmental authorities, which are applicable to the conduct of Licensee’s business on the Licensed premises.

3. **Term.** The term of this License shall be for a period of ten (10) years commencing on the 1st day of February 2011 and ending on 31 January 2021. This Agreement shall only be modified by written mutual agreement between the parties and may be extended only by mutual agreement between the parties.

4. **Licensor hereby agrees to provide:**

   A. Licensor agrees to provide space for Licensee’s operations at no charge.
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B. Licensor shall pay the costs for the following utility services for the Licensed Premises: electrical, gas, water, and sewer charges. Licensor further agrees to pay for the cost of janitorial and cleaning services for the Building, snow removal, lawn care, and outside cleaning and maintenance.

5. Licensee hereby agrees to provide:

   A. Licensee agrees to continue to judiciously consider grant applications from faculty, staff, students and university museums as well as partnerships.

   B. Licensee shall pay all costs for long distance phone (voice) line services and internet connection/services, including installation and/or removal or termination of service.

   C. Licensee agrees to provide general administrative services and staff necessary for the operation of the Licensee. All personnel employed by Licensee shall be supported by Licensee.

6. Notice. Licensor’s business address for the purpose of notification under the terms of this License is: With a Copy to:

   Office of the President                                      UW Real Estate Operations
   Department 3434, 206 Old Main                                Dept. 3314, 201 Old Main
   1000 E. University Avenue                                    1000 E. University Ave.
   Laramie, WY 82071                                            Laramie, WY 82071

Licensee’s business address for the purpose of notification under the terms of this License is:

   Executive Director
   Wyoming Humanities Council
   1315 E. Lewis Street
   Laramie, WY 82072

In the event that the addresses listed above change, the party whose address has changed shall immediately notify the other party to this license of the change in writing.

7. Alterations, Additions, and Improvements.

   A. Licensee shall not, at any time during the License term, make alterations, additions, or improvements in and to the Licensed Premises, except with prior written consent of the Licensor. No structural or any other portion of the Licensed Premises shall be demolished or removed by Licensee without the prior written consent of Licensor. Under the direction of the University’s Division of the Physical Plant, all approved
EXHIBIT A

alterations shall be performed in a professional workmanlike manner and shall not weaken or impair the structural strength, or lessen the value, of the Licensed Premises or the premises as a whole.

B. All alterations, additions, and improvements made on or in the Licensed Premises at the commencement of the License term, and those that may be erected or installed during the License term, shall become part of the Licensed Premises, except that all moveable trade fixtures installed by Licensee shall be and remain the property of the Licensee and may be removed by Licensee.

C. Licensee agrees to be solely responsible for payment of all improvements as agreed to by the Licensor, and to keep the premises free and clear from any liens, encumbrances or other charges incurred as a result of such improvements, Licensee shall not be entitled to encumber the Licensed Premises or its interest in this License.

8. Damage to or Destruction of Buildings and Grounds.

A. Licensee shall be responsible for all costs of damage or destruction to the Building or grounds, determined as vandalism caused by Licensee’s agents, employees, or invitees (other than the employees, agents or invitees of Licensor). Under the direction of the University’s Division of Physical Plant, Licensee shall promptly repair the damage caused by vandalism. If repairs are completed by the Licensor, Licensee shall be billed separately by the Licensor for the cost of any vandalism that is the Licensee’s responsibility, and said bill shall be paid by Licensee within sixty (60) days of receipt thereof.

B. The term “vandalism” as used herein shall be defined to mean the knowing defacement, injury, or destruction of Licensor or Licensee’s property without the consent of Licensor or Licensee.

C. By curing damage or vandalism, the life of the damaged component is neither renewed nor prolonged; it is simply restored to its condition prior to damage.

D. If the Licensed Premises shall be damaged or partially damaged by fire or other casualty, which shall, in the opinion of the Licensor or Licensee, make the Licensed Premises substantially unusable, this License may be terminated upon written notice by either party.
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9. Repair and Maintenance.

A. Responsibility. Except as may be addressed in particular in this section, Licensor shall be responsible for all Major Repairs and Non-Major Routine Maintenance and Non-Structural Repairs as defined below.

B. Major Repairs Defined.

i) Major building and facility repair and replacement means the repair or replacement of complete or major portions of Building and facility at its original capacity for its original intended use, including for compliance with the Americans with Disabilities Act. Such Major Repairs shall include the maintenance and repair of the Building’s (i) mechanical, electrical (including lighting), HVAC, elevator and plumbing systems; (ii) roof; and (iii) basic structure.

ii) Major shall also be defined as any maintenance or repair-related expenditure in excess of $2,750.00 or the then equivalent as adjusted every two years by the Wyoming Cost of Living Index. Licensor shall make a good faith estimate of repairs to determine whether they are “Major Repairs.”

iii) Non-Major Routine Maintenance and Non-Structural Repairs Defined. Non-Major Routine maintenance and non-structural repairs mean activities necessary to keep the Building in safe and good working order so that it may be used at its original or designed capacity, normal wear and tear excepted, for its intended purpose. Such Non-Major Routine Maintenance and Non-Structural Repair may include:

1) maintenance, repair and replacement of furnishings, fixtures, lighting, exterior entrances, windows, plate glass, as well as minor repairs and maintenance regarding electrical wiring, heating or plumbing fixtures, pipes, air conditioning or heating components;

2) keeping unclogged and in good repair all drains, traps and sewer pipes and maintain and leave same in good working order.

3) complying with the Americans with Disabilities Act (ADA) § 42 U.S.C. 121 et seq. Should future modifications to the Buildings and Grounds be necessary to remain in compliance with ADA or other similar laws, Licensor will be allowed to make such modifications.

10. Personal Property of Licensee. Licensee’s personal property in the Licensed Premises shall be at the risk of the Licensee as specified herein. Unless caused by the party (or the other party’s employee or agents) gross negligence or willful misconduct, a party shall not be
EXHIBIT A

liable for any damages to any personal property of the other party at any time in the Licensed Premises, which may be caused by fire, steam, electricity, sewage, gas or odors, or from water, rain or snow which may leak into, issue, or flow from any party of the Building or from pipes or plumbing works of the same, or from any other place or quarter, or from any damage done to property of a party in moving the same to or from the Building or Licensed Premises and in no event shall either party be liable to the other party for loss of business income or any other consequential damages.

11. Insurance. During the term of the License, Licensee shall obtain and maintain, at its own expense, insurance on its personal property and all contents owned by it and located on the licensed premises.

12. Successors and Assigns. The License and the terms and conditions hereof apply to and are binding on the purchasers, heirs, legal representatives, successors, assignees, agents and employees of both parties.

13. Assignment. Licensee shall not assign, mortgage, pledge, or encumber this License or sublet the Licensed Premises in whole or in part, or permit the Licensed Premises to be used or occupied by others without Licensor’s prior written consent.

14. Termination. Regardless of the stated term in Paragraph 3, either party shall have the right to terminate this License without cause by providing one year (1) written notice to other party. Licensee shall, on the last days of the License term, or upon earlier termination and forfeiture of the License, peaceable and quietly surrender and deliver the premises to licensor in the same condition and repair as when received by Licensee, reasonable wear and tear excepted.

15. Right to Cure a Breach. If a party breaches any covenant or condition in this License, the other party may, on reasonable notice to the breaching party (except that no notice need by given in case of emergency), cure such breach at the expense of the breaching party and the reasonable amount of all expenses, including attorney’s fees, incurred by the non-breaching party in doing so shall be deemed additional rentable payable on demand, subject to the notice provisions set forth above.

16. Time is of the Essence. Time is of the essence in all provision of this License.

17. Waiver. Neither party’s failure to insist on strict performance of any of the terms and conditions hereof shall be deemed a waiver of the rights or remedies that Licensor of Licensee may have regarding that specific term or condition.

18. Indemnification. Council agrees to defend, indemnify and hold harmless the University, its officers, and its public employees as defined in Wyoming Statutes, from any and all claims arising from the negligent or wrongful acts or omissions of the Council.
19. **Sovereign Immunity.** Neither party waives its sovereign immunity or governmental immunity by entering into this agreement, and each fully retains all immunities and defenses provided by law with regard to any action based on this agreement.

20. **Governmental Claims.** Any actions or claims against the Licensor 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.

21. **Interpretation.** The Parties hereto agree that (i) the laws of Wyoming shall govern this Agreement, (ii) any questions arising hereunder shall be construed according to such laws, and (iii) this Agreement has been negotiated and executed in the State of Wyoming and is enforceable in the courts of Wyoming.

22. **Equal Employment Opportunity.** Both parties shall fully adhere to all applicable local, state, and federal law regarding equal employment opportunity. The Licensor’s policy is one of equal opportunity for all persons in all facets of the Licensor’s operations. Equal opportunity is offered to all officers, faculty and staff members, and applicants for employment based on their demonstrated ability and competence and without regard to such matters as race, color, national origin, sex, religion, sexual orientation, political belief, age, veteran status, or disability.

23. **Severability.** If any term or provision of this License shall be judicially determined to be illegal or unenforceable, the remainder of this License shall not be affected and shall remain in full force and effect.

24. **No Presumption against Drafter.** Licensor and Licensee agree both participated in the drafting of this License Agreement. In any controversy, dispute, or contest over the meaning, interpretation, validity, or enforceability of this License or any of it terms or conditions, there shall be no inference, presumption, or conclusion drawn whatsoever against either party by virtue of that party having drafted this License or any portion thereof.