

**RESEARCH AGREEMENT**  
**BY AND BETWEEN**  
**WEBER COUNTY**  
**AND**  
**THE WEBER STATE UNIVERSITY**

This research agreement (hereinafter "Agreement") is entered into and effective as of March 5, 2019 (hereinafter "Effective Date") by and between Weber County having its principal place of business at 2380 Washington Blvd, Ogden Utah, (hereinafter "Sponsor") and the Weber State University, a body politic and corporate of the State of Utah, (hereinafter "University").

**RECITALS**

WHEREAS, Sponsor wishes to have certain research performed in accordance with the scope of work outlined in this Agreement; and

WHEREAS, the performance of such research is consistent, compatible and beneficial to the academic role and mission of University as an institution of higher education; and

WHEREAS, University is qualified to provide such research required under this Agreement; and

NOW, THEREFORE, for and in valuable consideration of the mutual covenants, conditions and undertakings herein set forth, the parties agree as follows:

**ARTICLE 1: SCOPE OF WORK**

- 1.1 Scope of Work. University agrees to perform for Sponsor certain research described in the Scope of Work (hereinafter "Research") as set forth in Exhibit A, which is attached hereto and incorporated herein by this reference.

**ARTICLE 2: TERM**

- 2.1 Agreement Term. The Term under this Agreement is intended to commence on the Effective Date which is February 1, 2019 and continue until May 31, 2020 (collectively hereinafter "Initial Term"). This Agreement may be extended for additional periods of performance beyond the Initial Term, upon written approval by Sponsor and University as set forth in Section 13.2.
- 2.2 Termination. This Agreement may be terminated by either party at any time and from time to time, by giving written notice thereof to the other party. Such termination shall be effective thirty (30) days after receipt of such notice. Termination shall not relieve either party of any obligation or liability accrued hereunder prior to such termination, or rescind or give rise to any right to rescind any payments made prior to the time of such termination.

### ARTICLE 3: COMPENSATION AND PAYMENT

- 3.1 Compensation. Sponsor shall pay to University a total of two thousand Dollars (\$2,000) (hereinafter "Compensation") for performance of the Research under this Agreement. This agreement is fixed price.
- 3.2 Payment. Sponsor shall pay one payment of two thousand Dollars upon execution of this Agreement.
- 3.3 Invoices. Invoices shall be delivered to:

Holin Wilbanks  
\_\_\_\_\_  
2380 Washington Boulevard  
\_\_\_\_\_  
Ogden, Utah 84401  
\_\_\_\_\_

- 3.4 Compensation. Compensation checks shall be payable to "The Weber State University" and shall be delivered to:

ROXANN KING  
WEBER STATE UNIVERSITY  
GRANT AND CONTRACT ACCOUNTING  
3850 Dixon parkway, Dept 1014  
OGDEN UTAH 84408

### ARTICLE 4: TECHNICAL SUPERVISION

- 4.1 Supervision by Sponsor. The person with primary responsibility for supervision of the performance of the Research on behalf of Sponsor shall be Holin Wilbanks, or such other person as may be designated by Sponsor, who shall have primary responsibility for technical supervision of the Project.
- 4.2 Supervision by University. The person with primary responsibility for supervision of the performance of the Research on behalf of University shall be Katharine French-Fuller, or such other person as may be designated by University, who shall have primary responsibility for technical supervision of the Project which other person shall be approved by Sponsor which approval shall not be unreasonably withheld.

### ARTICLE 5: REPORTING

- 5.1 Reporting Requirements. University shall provide written reports to Sponsor on the progress of the performance of the Research as outlined or required in Exhibit A. A final written report shall be furnished to Sponsor upon completion of the Research within sixty (60) days of the last day of the Agreement or after the final payment has been received whichever is the latest.

## ARTICLE 6: EQUIPMENT

- 6.1 Equipment. All equipment, instruments and materials purchased or used by University in connection with performance of the Research shall at all times remain under the sole control and ownership of University.

## ARTICLE 7: PUBLICATION AND CONFIDENTIALITY

- 7.1 Publication. Sponsor acknowledges and agrees that University is a public institution of higher education and a primary purpose of being an institution of higher education is to publish. In furtherance of this its purpose, it is necessary that significant results of Research be reasonably available for publication by the University; and Sponsor acknowledges and agrees that University may publish the results of Research conducted in connection with this Agreement.
- 7.2 Publication Schedule. Notwithstanding Section 7.1, University agrees that it shall not publish the results of Research conducted in connection with this Agreement, without the prior written consent of Sponsor, until the expiration of six (6) months following the first to occur of either the termination of this Agreement or submission of the final written report required under Section 4 hereof. In the event University wishes to publish Research results prior to the expiration of the above described six (6) month period, University shall first provide to Sponsor written notice of University's intent to publish and a draft of such publication. Sponsor shall have thirty (30) days after receipt of the draft publication to request in writing the removal of portions deemed by Sponsor to contain confidential or patentable material owned by Sponsor, or to request a delay in submission of the draft for publication pending Sponsor's application for patent protection. In either event, University shall have no obligation to delay publication of the draft for longer than six (6) months following delivery of University's notice to Sponsor of intent to publish. If University does not receive Sponsor's written response to the notice of intent to publish within the thirty (30) day period, then Sponsor shall be deemed to have consented to such publication. Information supplied to University by Sponsor and identified by Sponsor as proprietary information shall not be included in any material published by University without prior written consent of Sponsor.
- 7.3 Confidentiality. Sponsor is hereby informed that University is a governmental entity and thus subject to the Government Records Access and Management Act of the Utah Code Annotated (hereinafter "UCA"), Section 63G-2-101 et seq., 1953, as amended (hereinafter "GRAMA"). Pursuant to GRAMA, certain records within University possession or control (including the Agreement) may be subject to public disclosure. Sponsor is hereby informed 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 Agreement, University may disclose any information or record to the extent required by GRAMA or otherwise required by law, and to University attorneys, accountants and consultants on a need-to-know basis.

## **ARTICLE 8: INDEMNIFICATION**

- 8.1 Indemnification by University. Sponsor agrees that University is a governmental entity under the Governmental Immunity Act of UCA §§ 63G-7-101 et seq., as amended (hereinafter "Act"). Nothing in the Agreement shall be construed as a waiver by University of any protections, rights, or defenses applicable to Sponsor under the Act, including without limitation, the provisions of UCA § 63G-7-604 regarding limitation of judgments. It is not the intent of University to incur by contract any liability for the operations, acts, or omissions of the Sponsor 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 the Agreement, any obligations of University in the Agreement to indemnify, hold or save harmless, and/or defend contained in the Agreement are subject to the Act, and are limited only to claims that arise from the negligent acts or omissions of University, and the total amount of any such obligations, inclusive of attorney's fees, are limited to the amounts established in UCA § 63G-7-604 of the Act. If University is required to defend, indemnify or hold harmless Sponsor, a defense shall be provided by the State of Utah Division of Risk Management through its contracted Utah Assistant Attorneys General.
- 8.2 Indemnification by Sponsor. Sponsor shall indemnify, defend and hold harmless University, its directors, officers, agents and employees against any actions, suits, proceedings, liabilities and damages that may result from the negligent acts or omissions of Sponsor, its officers, agents or employees in connection with this Agreement.

## **ARTICLE 9: COMPLIANCE WITH LAWS**

- 9.1 Compliance With Laws. In performance of the Research, Sponsor and University shall comply with all applicable federal, state and local laws, codes, regulations, rules and orders.

## **ARTICLE 10: INTELLECTUAL PROPERTY**

- 10.1 Patents and Inventions. The University shall own all right, title and interest in all inventions and improvements conceived or reduced to practice by University or University personnel in the performance of the Research (hereinafter collectively "Invention") and may, at its sole discretion, file all patent applications relating thereto. In consideration of Sponsor's support of University in performance of the Research, University hereby grants to Sponsor an option for an exclusive license to said Invention, which shall expire six months after University has provided written notice to Sponsor of any such Invention ("Option Period"). Upon exercise of the option in writing, the parties will meet within thirty (30) days to begin negotiating the terms of the license. The parties agree to negotiate in good faith. In the event a license is not executed within six (6) months from the exercise of the option, or the option is not exercised within the Option Period the University shall be free to license the Invention to others at the University's sole discretion with no further obligation to the Sponsor. In the event the University shall abandon its rights to any such Invention prior to exercise of said option, University shall assign to Sponsor all of the University's rights, title and interest therein.

## **ARTICLE 11: RELATIONSHIP OF PARTIES**

11.1 Relationship of Parties. In assuming and performing the obligations of this Agreement, University and Sponsor are each acting as independent parties and neither shall be considered or represent itself as a joint venturer, partner, agent or employee of the other. Neither party shall use the name or any trademark of the other party in any advertising, sales promotion or other publicity matter without the prior written approval of the other party.

## **ARTICLE 28: FORCE MAJEURE**

12.1 Force Majeure. "Force Majeure" means any event or circumstances beyond the reasonable control of and without the fault or negligence of the Party claiming Force Majeure. It shall include, without limitation: an act of god; war (declared or undeclared); sabotage; vandalism; theft; cyberattacks; riot; insurrection; civil unrest or disturbance; military or guerilla action; terrorism; economic sanction or embargo; civil strike, work stoppage, slow-down, or lock-out; explosion; fire; earthquake; abnormal weather condition or actions of the elements; hurricane; flood; lightning; wind; drought; the binding order of any Governmental Authority (provided that such order has been resisted in good faith by all reasonable legal means); the failure to act on the part of any Governmental Authority (provided that such action has been timely requested and diligently pursued); unavailability of electricity from the utility grid, equipment, supplies or products (but not to the extent that any such availability of any of the foregoing results from the failure of the Party claiming Force Majeure to have exercised reasonable diligence); and failure of equipment not utilized by or under the control of the Party claiming Force Majeure.

12.2 Reasonable Delay. Except as otherwise expressly provided to the contrary in this Agreement, if either party is rendered wholly or partly unable to timely perform its obligations under this Agreement because of a Force Majeure event, that party shall be excused from the performance affected by the Force Majeure event (but only to the extent so affected) and the time for performing such excused obligations shall be extended as reasonably necessary; provided, that: (i) the party affected by such Force Majeure event, as soon as reasonably practicable after obtaining knowledge of the occurrence of the claimed Force Majeure event, gives the other party prompt oral notice, followed by a written notice reasonably describing the event; (ii) the suspension of or extension of time for performance is of no greater scope and of no longer duration than is required by the Force Majeure event; and (iii) the party affected by such Force Majeure event uses all reasonable efforts to mitigate or remedy its inability to perform as soon as reasonably possible. The Term shall be extended day for day for each day performance is suspended due to a Force Majeure event.

12.3 Termination. The University may terminate this Agreement after determining a delay caused from a Force Majeure event will prevent successful performance of this Agreement.

## **ARTICLE 13: MISCELLANEOUS**

13.1 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 consent of the other party.

13.2 Entire Agreement. This Agreement, with its attachments, constitutes the entire agreement between the parties regarding the subject matter hereof and supersedes any other written or oral understanding of the parties. This Agreement may not be modified except by: (i) written instrument executed by both parties; or (ii) written assent by both parties through electronic mail solely limited to instances of the reallocation of the budget between budget items and no-cost extensions to the period of performance as set forth in Section 2. Notwithstanding anything to the contrary, the parties expressly authorize the Contractual points of contact set forth in Section 13.4 to assent on behalf of the parties for purposes of assenting to the reallocation of the budget between the budget items and no-cost extensions.

13.3 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties, their successors and permitted assigns.

13.4 Notices. Except as provided in Article 3 hereof regarding payment of invoices, any notice or other communication required or permitted to be given to either party hereto shall be in writing and shall be deemed to have been properly given and effective: (i) on the date of delivery if delivered in person during recipient's normal business hours; or (ii) on the date of delivery if delivered by courier, express mail service or first-class mail, registered or certified, return receipt requested. Such notice shall be sent or delivered to the respective addresses given below, or to such other address as either party shall designate by written notice given to the other party as follows:

In the case of University

**Technical**

**Contractual**

\_\_\_\_\_  
Katharine French-Fuller  
\_\_\_\_\_  
3850 Dixon Parkway Room 102  
\_\_\_\_\_  
Ogden Utah 84408  
\_\_\_\_\_

\_\_\_\_\_  
James Taylor  
\_\_\_\_\_  
3850 Dixon Parkway Room 102  
\_\_\_\_\_  
Ogden Utah 84408  
\_\_\_\_\_

In the case of Sponsor:

**Technical**

**Contractual**

\_\_\_\_\_  
Holin Wilbanks  
\_\_\_\_\_  
2380 Washington Boulevard  
\_\_\_\_\_  
Ogden, Utah 84401  
\_\_\_\_\_

\_\_\_\_\_  
Holin Wilbanks  
\_\_\_\_\_  
2380 Washington Boulevard  
\_\_\_\_\_  
Ogden, Utah 84401  
\_\_\_\_\_

13.5 Order of Precedence. In the event of any conflict, inconsistency or discrepancy amount, the Agreement and any other documents listed below shall be resolved by giving precedence in the

following order: (i) this Agreement including the Exhibits hereto; and then followed by (ii) any purchase order issued by Sponsor. In the event a purchase order is issued under this Agreement and such purchase order contains standardized terms and conditions, the terms and conditions of this Agreement shall supersede and replace all such purchase order standardized terms and conditions.

- 13.6 Governing Law and Disputes. This Agreement shall be interpreted and construed in accordance with the laws of the State of Utah, without application of any principles of choice of laws. Disputes that cannot be resolved by Sponsor and University shall be determined by a court of competent jurisdiction in the State of Utah.
- 13.7 Nonwaiver. A waiver by either party of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach.
- 13.8 Use of Name. Sponsor may not use the name of University in any news release or advertising or any publications directed to the general public without written approval of University.
- 13.9 Attorney Fees. The prevailing Party in any action or suit to enforce the terms or conditions of this Agreement shall be entitled to recover its costs of court and reasonable attorneys' fees incurred in enforcing the terms or conditions of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives effective as of the day and year first written above.

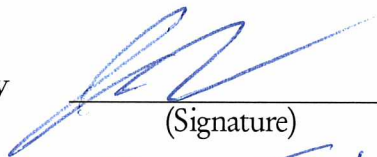
**WEBER COUNTY**  
"Sponsor"

By \_\_\_\_\_  
(Signature)

Name \_\_\_\_\_  
(Please Print)

Title \_\_\_\_\_

**WEBER STATE UNIVERSITY**  
"University"

By   
(Signature)

Name James Taylor  
(Please Print)

Title Director - OSP

## **EXHIBIT A**

### **SCOPE OF WORK**

The Center for Community Engaged Learning – Research Extension (CCEL-RE) at Weber State University, will conduct a comprehensive study that will examine the impact of the partial federal government shutdown on our community. The ultimate goal of the project is for both survey and county economic data to be used by the city, county, and non-profits to better prepare for and respond to any potential future shutdowns to help mitigate long-term damage to our families, economy, and community. The project is funded by Weber State University, Ogden City, Weber County, and Department of Workforce Services.

The study will consist of three phases.

Phase I, Spring 2019: The CCEL-RE will survey workers, businesses, and non-profits in Ogden City and Weber County on the immediate effects the shutdown had on these entities. We will triangulate the survey data with economic data collected and shared by the city, county, and DWS. The CCEL-RE expects survey data collection to take place at the end of February through March 2019. We will then analyze the data and write a report (including a press packet and corresponding summaries) that details the immediate effects of the shutdown. We expect the analysis and reports to be ready approximately six weeks after the survey has closed.

Deliverables: Final report, summaries, and press kit