

**AGREEMENT BETWEEN**  
**UNIVERSITY OF UTAH**  
**AND**  
**University of Wyoming**

**Type:** Reimbursable

**Subrecipient:** Rex E. Gantenbein  
Center for Rural Health Research and  
Education  
College of Health Sciences  
University of Wyoming  
1000 E. University Avenue, Department 3432  
Laramie WY 82071  
Voice: 307.766.6544  
Fax: 307.766.4356  
Email: rex@uwyo.edu

**Project Title:** Wyoming Go Local

**Amount** **\$24,790.00**

The University of Wyoming agrees to the following terms and conditions herein.

Section A – Statement of Work

The University of Wyoming agrees to provide its best efforts in performance as described in the Work Statement attached hereto as Exhibit A and Exhibit C.

Section B – Period of Performance

The period shall be from May 1, 2005 through April 30, 2006 unless such period is extended in writing by both parties.

Section C – Consideration

In consideration of the performance hereunder, the amount of \$ 24,970.00 is agreed to as set forth in the detailed budget contained in Exhibit B attached hereto.

#### Section D – Payment

Progress payments shall be made based upon quarterly requests submitted. The amounts of all such progress payments shall be limited exclusively to allowable costs and shall be based upon verified progress in completing the performance. Each request should state the period being requested and should be submitted on The University of Wyoming's standard billing form. All requests should reference Prime Contract No. NO1-LM-1-3514. The final 10% of the award will be paid upon receipt of the final report of the project and an invoice for the final 10%. Invoices shall be delivered to:

Claire Hamasu, Associate Director  
NN/LM-MidContinental Region  
Eccles Health Sciences Library  
10 North 1900 East, Building 589  
Salt Lake City, Utah 84112-5890

#### Section E – Principal Investigator

The University of Wyoming's principal investigator(s) is Rex E. Gantenbein.

#### Section F – Termination

This Agreement may be terminated by either party in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party, provided that no termination may be effected unless the defaulting party is given: a) not less than 30 calendar days written notice (by certified mail, return receipt requested) of terminating party's intent to terminate, and b) an opportunity for consultation with the terminating party prior to termination. Upon receipt of notice of termination, The University of Wyoming may discontinue all Work. In the event of such termination, The University of Wyoming shall be entitled to receive just and equitable compensation for any services completed to the date of termination in a satisfactory manner, as determined by the Sponsor and The University of Wyoming. Such compensation shall not exceed the maximum amount payable under this Agreement.

#### Section G – Applicable Law

This agreement, and all matters or issues collateral to it shall be governed by, and construed in accordance with, the laws of the State of Utah without application of any principles of choice of laws.

#### Section H - Confidentiality.

The University of Wyoming acknowledges that the University of Utah is a governmental entity and thus subject to the Utah Governmental Records Access Management Act, Section 63-2-101

et seq., Utah Code Ann. (1997 and supp 1998 as amended) (“GRAMA”) and Section 53B-16-301 et seq., Utah Code Ann. (1994 and Supp. 1998). Pursuant to GRAMA and Section 53B-16-301 et seq., this Agreement, and confidential information provided pursuant hereto, may be subject to public disclosure. Any person who provides records that such person believes should be protected from disclosure for business reasons must, pursuant to Section 63-2-308 of GRAMA and Section 53B-16-304, provide to the University of Utah a written claim of business confidentiality and a concise statement of reasons supporting such claim.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives effective as of this \_\_\_\_\_ day of \_\_\_\_\_, 2005.

**UNIVERSITY OF UTAH**

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

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

Name: Elliott Kulakowski  
(Please print)

Name: \_\_\_\_\_

Title: Director

Title: \_\_\_\_\_

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

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

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

Wayne Peay, Director  
National Network of Libraries of Medicine-MidContinental Region