

INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement (“Agreement”), dated **June 1, 2016** is entered into by and between The Wilderness Society, a District of Columbia nonprofit corporation having an address at 1615 M St. NW, Washington, DC, 20036 (“TWS”) and the **University of Wyoming, a tax exempt state university**, having an address at **1000 East University Ave, Department 3355, Laramie, WY, 82071-2000** (“Contractor”) (each a “Party” and collectively, the “Parties”).

The Parties agree:

1. CONTRACTOR’S DUTIES.

Contractor represents and warrants that the Contractor is qualified and willing to perform the services described in this Agreement as an independent contractor, and shall **plan, coordinate, facilitate, and summarize ongoing Advisory Committee meetings of the Wyoming Public Lands Initiative (WPLI) Advisory Committees** as more particularly described in Exhibit A “Statement of Work,” attached to this Agreement and incorporated by this reference. To the extent of any inconsistency between Exhibit A and this Agreement, this Agreement will control.

Contractor shall perform the services described above in accordance with the highest standards of the Contractor’s profession or craft and to the satisfaction of TWS. Contractor shall not be paid for any work found to be unsatisfactory by TWS. Contractor shall obtain at its own expense (except to the extent otherwise explicitly stated in this Agreement) any permits or licenses required in order to provide Contractor’s services under this Agreement.

2. TERM.

This Agreement term shall commence as of the date set forth above and terminate on **June 1, 2017** (“Term”), unless terminated at an earlier date in accordance with the terms of this Agreement. Any extension beyond the termination date must be in writing and signed by both Parties.

3. PRIMARY CONTACT.

Each Party shall designate a primary contact for the other Party (each, a “Primary Contact”). TWS’s Primary Contact for this Agreement shall be **Peter Aengst**, or such other person as TWS may designate from time to time. TWS’s Primary Contact shall provide general direction to the Contractor and be in charge of accepting or rejecting Contractor’s deliverables as described in Exhibit A. The Contractor’s Primary Contact shall be **Linda Osterman**.

4. COMPENSATION.

TWS shall pay Contractor the sum of **twenty-five thousand dollars** (\$25,000) for performing the services and/or providing the products as described in this Agreement. The total compensation shall not exceed **twenty-five thousand dollars** (\$25,000) without the prior written consent of TWS. Individual payments shall be paid on a monthly basis provided that Contractor has first supplied TWS with an invoice which describes the work that was accomplished or performed to warrant the next scheduled payment. Contractor will be expected to work approximately 50 hours/month.

The payment of the compensation authorized by this Agreement will be made within thirty (30) days following the receipt of Contractor’s invoices unless otherwise provided for under the terms of this Agreement.

Invoices are to be submitted in a consistent format and must include invoice date, unique invoice number, total amount due and TWS Primary Contact as referenced in Section 3 on each invoice submitted for payment. Invoices should be e-mailed directly to accountspayable@tws.org for expedited

processing.

5. EXPENSES.

Contractor shall be responsible for out-of-pocket expenses incurred by Contractor in connection with the performance of the services and/or the provision of the products provided for in this Agreement. TWS shall not be charged any additional amount for overhead expenses or administrative, clerical or secretarial services used or obtained by Contractor in performing the services and providing the products as described in this Agreement. Contractor shall be responsible for Contractor's own office supplies.

6. LOBBYING.

Unless expressly provided for in this Agreement, nothing contained in this Agreement may be interpreted or construed as: authorizing the Contractor to provide any service to produce or distribute any materials or make any contact considered to be "lobbying" as the defined under 26 U.S. Code § 6033 of the Internal Revenue Code or the 2 U.S. Code § 1602 of the Lobbying Disclosure Act.

7. INDEPENDENT CONTRACTOR STATUS.

Nothing contained in this Agreement shall be deemed to create a relationship of employment, association, partnership or joint venture between TWS and Contractor. Contractor shall not be entitled to any of TWS's health insurance, life insurance or other benefit plans.

Contractor shall have no authority to take any action, create any obligation, make any commitment, incur any indebtedness or enter into any contract on behalf of TWS without TWS's prior written consent. Contractor shall assume all liabilities or obligations imposed on an independent contractor by law including, but not limited to, the Internal Revenue Code. Contractor shall be solely responsible for paying such federal, state and local income, social security, withholding or other taxes, assessments or contributions required.

TWS shall provide Contractor with a copy of IRS Form W-9 upon signature of this Agreement. Contractor shall be responsible for submitting a completed Form W-9 to TWS prior to the submission of the first invoice for payment. TWS shall also provide Contractor with IRS Form 1099 at year end if Contractor's fee exceeds \$600 during the calendar year. To the extent of its obligations and abilities under Wyoming law and its applicable insurance, Contractor shall indemnify TWS against, and hold TWS harmless from, any claim against TWS arising out of Contractor's failure to pay any such required taxes, assessments or contributions.

8. INTELLECTUAL PROPERTY.

"Intellectual Property," as used in this Agreement, shall mean and include any original expression or invention, including without limitation technical information, know-how, copyrights, patents and trade secrets, ideas, thoughts, concepts, processes, techniques, data, development tools, models, drawings, specifications, prototypes, inventions and software, that is discovered, created or reduced to practice by Contractor in the performance of Contractor's obligations under this Agreement.

All Intellectual Property shall be considered "work made for hire" and all worldwide rights to Intellectual Property, belong exclusively and indefinitely to TWS. Contractor shall not be considered a joint author or owner of any Intellectual Property. If Contractor or any entity in which Contractor holds any interest is ever found to have any interest in Intellectual Property by virtue of any provision of law, worldwide, Contractor shall assign to TWS all worldwide right, title and interest in and to Intellectual Property, exclusively and indefinitely. To the extent that Intellectual Property is not considered "work made for hire" the Contractor shall unconditionally assign all right, title and interest, including without limitation to copyright and other rights of Intellectual Property to TWS exclusively and indefinitely.

Upon request by TWS, Contractor shall deliver to TWS all tangible copies of Intellectual Property and

any further documentation of TWS's ownership as provided in this Agreement. The Contractor may use Intellectual Property only with the prior written consent of TWS and shall include acknowledgement that the material used is the property of TWS.

The Contractor shall not infringe any intellectual property rights of others in the performance of this Agreement, and Contractor represents and warrants that Intellectual Property is original to the Contractor and does not infringe the intellectual property rights of others. To the extent of its obligations and abilities under Wyoming law and its applicable insurance, Contractor shall indemnify and hold harmless TWS from and against all claims, damages, losses and expenses, including attorneys' fees, arising out of or resulting from any action, claim or demand made by a third party against TWS relating to Intellectual Property, supporting data or materials.

9. CONFLICT OF INTEREST.

Contractor represents and warrants that neither it, nor its employees or members of its household, have any financial interest, personal interest (relationship or otherwise) or ownership interest, that would conflict in any manner with this Agreement. No TWS Governing Council member, officer or employee of TWS, nor members of their household, shall participate in any decision on behalf of TWS relating to this Agreement which affects his/her personal interest or the interest of any corporation, partnership or association in which he/she is directly or indirectly interested. No TWS Governing Council member, officer or employee of TWS shall have any direct or indirect interest in this Agreement.

At any time during the Term of this Agreement, TWS may require the Contractor to provide in writing, that after diligent inquiry the Contractor does not have knowledge of any conflict of interest. Failure to make diligent inquiry, to disclose a known conflict or potential conflict or to execute the documents required to be produced shall be considered a breach of the Agreement. In the event that any breach regarding a conflict of interest by the Contractor is discovered during the Term of this Agreement, TWS may elect to declare this Agreement null and void and immediately terminate it in accordance with Section 15 of this Agreement. In the case of an intentional misrepresentation by the Contractor regarding a conflict of interest, TWS may recover damages resulting from the termination and shall be entitled to offset any amounts payable to the Contractor for work satisfactorily completed against such damages.

10. CONFIDENTIAL INFORMATION.

"Confidential Information," as used in this Agreement, shall mean any information whether in writing, orally, or otherwise, supplied by one Party to the other Party in connection with this Agreement that are marked or identified orally or in writing as confidential, including by not limited to information concerning TWS' donors, members, financial affairs, business arrangements, customers, vendors, properties, methods of operation, computer programs, intellectual property, "work made for hire" or other matters other than information that is in the public domain.

"Disclosing Party," as used in this Agreement, shall mean the Party that discloses Confidential Information to the other Party under this Agreement.

"Receiving Party," as used in this Agreement, shall mean the Party that receives Confidential Information from the other Party under this Agreement.

This Agreement creates a confidential relationship between Contractor and TWS. The Receiving Party shall not disclose Confidential Information to any third party without the prior written permission of the Disclosing Party. Receiving Party shall use the other Party's Confidential Information only in connection with the performance of its obligations under this Agreement.

Confidential Information does not include any information that: (i) at the time of the disclosure or thereafter is lawfully obtained from publically available sources generally known by the public (other than as a result of a disclosure by the Receiving Party); (ii) is available to the Receiving Party on a non-confidential basis from a source that is not and was not bound by a confidentiality agreement with respect to the Confidential Information; or (iii) has been independently acquired or developed by the Receiving Party without violating its obligations under this Agreement or under any federal or state law.

Notwithstanding the foregoing, the Receiving Party may disclose Confidential Information to the extent such disclosure is required by law to be disclosed by the Receiving Party, provided that the Receiving Party gives the Disclosing Party prompt written notice of such requirement (if permitted by law) prior to such disclosure and assists the Disclosing Party in obtaining any order protecting the information from public disclosure.

11. PROHIBITIONS ON ELECTIONEERING.

Nothing contained in this Agreement may be interpreted or construed as authorizing the Contractor to participate, either directly or indirectly, in any political campaign on behalf of or in opposition to any candidate for public office. For purposes of clarity, Contractor shall not engage in any activity considered electioneering on behalf of TWS.

12. COMPLIANCE WITH LAWS.

Contractor represents, warrants and agrees that, in connection with the transactions contemplated by this Agreement: (i) the Contractor can lawfully work in the United States; (ii) the Contractor shall obtain, at its own expense (except to the extent otherwise explicitly stated in this Agreement) any permits or licenses required for the Contractor's services under this Agreement; and (iii) the Contractor shall comply with all statutes, laws, ordinances, rules, regulations, court orders, and other governmental requirements of the United States, Washington, DC, and any other jurisdiction(s) in which the Contractor is organized or authorized to do business including, but not limited to, any applicable anti-bribery statutes, which are applicable to the work to be done by the Contractor under this Agreement (in each case, an "Applicable Law"). The Contractor shall not take any actions that might cause TWS to be in violation of any of such Applicable Laws. The Contractor shall use the Agreement funds in compliance with all applicable anti-terrorist financing and asset control laws, regulations, rules and executive orders, including but not limited to, the USA Patriot Act of 2001 and Executive Order 13224.

13. INSURANCE.

Contractor represents and warrants that throughout the term of this Agreement that it shall secure and maintain in effect throughout the term of the Agreement, appropriate workers' compensation, hazard and liability insurance coverage written on an occurrence and any other coverage required by the law of the state in which the Contractor's principal place of business is located. Contractor shall not hold TWS liable for any and all claims arising from any negligent act or omission by the Contractor.

14. INDEMNIFICATION.

Each party to this Agreement shall assume the risk of any liability arising from its own conduct. Neither party agrees to insure, defend or indemnify the other, except to the extent otherwise explicitly stated in this Agreement.

15. BREACH OF CONTRACT; TERMINATION

- a. If TWS determines that a breach of this Agreement has occurred, TWS may terminate this Agreement and exercise all rights and remedies available at law or in equity. If TWS notifies Contractor that a breach has occurred, Contractor shall promptly turn over to TWS all work product produced to date. Any of the following shall constitute a breach of this Agreement:

- i. failure of Contractor to perform the services provided in this Agreement to the reasonable satisfaction of TWS (except where such failure arises out of causes beyond Contractor's reasonable control and without its fault or negligence);
 - ii. unauthorized disclosure by Contractor of any Confidential Information in the course of performing services or providing products, other than in accordance with the terms of this Agreement;
 - iii. failure of Contractor to make diligent inquiry, disclose a known conflict or potential conflict or to execute the documents required to be produced regarding conflict of interest; or
 - iv. if Contractor files a petition in bankruptcy, is adjudicated as bankrupt, becomes insolvent, makes an assignment for the benefit of creditors or an arrangement pursuant to any bankruptcy law.
- b. This Agreement may be terminated for convenience by TWS at any time upon thirty (30) days' prior written notice to Contractor. If TWS terminates this Agreement for convenience, Contractor shall be paid for the work completed as of the date of termination. If Contractor commits a breach of the terms of this Agreement, TWS may terminate this Agreement immediately, or elect to give Contractor the opportunity to cure such breach upon ten (10) days' prior written notice to Contractor. Notice of termination shall become effective unless Contractor shall completely cure the violation within the ten (10) day period, and satisfy to TWS that such violation has been cured. Upon termination, Contractor shall provide to TWS all work product, Intellectual Property, and return all of TWS's Confidential Information received to date.

16. APPLICABLE LAW.

This Agreement shall be governed by and interpreted in accordance with the laws of the District of Columbia without regard to its choice of law principles. This Agreement represents the entire agreement of the Parties relating to the subject matter hereof, and it may not be amended, modified or waived other than in writing signed by the Party against whom such amendment, modification or waiver is sought to be enforced. If any term or condition of this Agreement is found to be invalid, the other provisions hereof shall nevertheless remain in full force and effect.

17. ARBITRATION.

If a dispute arises under this Agreement which cannot otherwise be resolved by the Parties, the Parties may agree that they will submit the dispute to binding arbitration in Washington, D.C. under the rules of the American Arbitration Association.

18. ASSIGNMENT.

The Parties shall not transfer or assign this Agreement or any right or obligation of this Agreement, by operation of law or otherwise, without prior written consent by both Parties.

19. SURVIVAL OF CONTRACT PROVISIONS.

All Sections which by their nature should survive the termination of this Agreement shall survive such termination, including without limitation, provisions related to confidentiality, intellectual property, warranties, indemnification and limitation of liability, if any.

20. AMENDMENT AND WAIVER.

No amendment, modification or waiver of the terms or conditions of this Agreement will be valid unless in writing and signed by both Parties. TWS may request changes or modifications to the work to be performed in Attachment A by setting forth such changes in writing and signed by both Parties.

21. SEVERABILITY.

If any provision of this Agreement shall be found invalid or unenforceable, the remainder of this Agreement shall be interpreted so as best to reasonably affect the intent of the Parties.

22. ENTIRE AGREEMENT.

This Agreement, including Exhibits, constitutes the entire understanding and agreement of the Parties with respect to its subject matter and supersedes all prior and contemporaneous agreements or understandings, inducements or conditions, express or implied, written or oral, between the Parties.

23. NOTICE.

Each Party giving or making any notice, request, demand or other communication ("Notice") pursuant to this Agreement shall give the Notice orally or in writing as appropriate. If written notice is required in this Agreement e-mail or fax shall be considered adequate.

To TWS:

The Wilderness Society
503 W. Mendenhall St. Bozeman, MT 59715
Attention: Peter Aengst
Fax: 1-866-571-5518
Telephone: 1-406-556-7128
E-mail: peter_aengst@tws.org

To Contractor:

University of Wyoming
Office of the Vice President for Research and economic Development
1000 E. University Avenue, Dept. 3355
Laramie, WY. 82071
Attention: Linda Osterman, Research Services Manager
Telephone: 307-766-5320
E-mail: osterman@uwyo.edu


Any Party may change the above information at any time by sending Notice to the other Party in accordance with this Agreement.

24. USE OF TWS NAME/LOGO.

The Contractor may not use TWS's name and/or logo in any way, including but not limited to client lists, case studies, and sample work portfolios, without prior written consent from TWS, except to the extent the work performed contemplates their inclusion in the final work product.

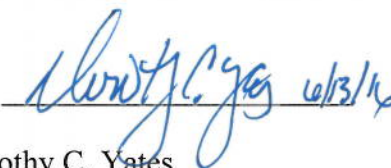
IN WITNESS WHEREOF, the Parties have executed and delivered this Agreement as of the date first above written.

THE WILDERNESS SOCIETY

By: 

Peter Aengst
Northern Rockies Senior Regional Director

UNIVERSITY OF WYOMING

By:  6/13/16

Dorothy C. Yates
Associate Vice President for Research.
EIN # 83-6000331

Exhibit A
“Statement of Work”

Project Description and Purpose:

Contractor shall provide facilitation and training services in collaboration and negotiation to members of various Wyoming Public Lands Initiative (WPLI) County Advisory Committees in Wyoming. Contractor will assist Advisory Committee members to meaningfully participate in decisions about the future management of Wyoming’s federal public lands, including wilderness study areas, through inclusive, transparent, science-based collaborative processes.

Workplan and Deliverables:

Contractor shall:

- Provide information, training, professional consultation, and facilitation services to members of WPLI Advisory Committees as they proceed through their deliberations. Priorities will be identified in consultation with The Wilderness Society and our partners, PEW and Wyoming Outdoor Council. The initial focus will be on Fremont, Sublette, Carbon and Teton counties.
- Provides services to and/or facilitate at least three county WPLI Advisory Committees. Help plan, coordinate, facilitate, and summarize ongoing Advisory Committee meetings.
- For each Advisory Committee:
 - Prepare and develop agendas for each meeting;
 - Keep a written record of the meetings; record and disseminate meeting notes;
 - Facilitate the meeting by helping the group stay on task and on process and ensuring a balanced discussion;
 - During meetings, manage information generated by committee members and technical experts;
 - Help members reach consensus;
 - Serve as a clearinghouse for reports, presentations, and other information; and,
 - Manage between-meeting communications.
- Provide on-site training in the principles of collaborative decision making and negotiation to empower WPLI Advisory Committee members to work more effectively toward their individual and collective goals.
- Design the on-site training for the specific needs of the County Advisory Committees with a focus on the following learning objectives:
 - Understanding principles and concepts of collaborative decision making and the role of adaptive leadership in participatory decision making;
 - Understanding the role and function of negotiation in collaboration;
 - Gaining skills in mutual-gains negotiation; and,
 - Demonstrate “scaling up” to multi-party collaborative processes.

Expertise:

The Ruckelshaus Institute is a division of the Haub School of Environment and Natural Resources at the University of Wyoming. Its mission is to advance the understanding and resolution of complex environment and natural resource challenges through communication of relevant research and promotion of collaborative decision-making. Faculty and professional staff at the Ruckelshaus Institute design and manage multi-party deliberative processes related to environmental policy and natural resources management in the Rocky Mountain West. In addition, the Ruckelshaus staff and faculty design and lead training programs in collaborative decision making, negotiation and facilitation.