

University of Wyoming Employee Discount Program Policy

I. PURPOSE

This policy establishes the University of Wyoming Employee Discount Program and outlines the requirements of the Program.

II. DEFINITIONS

A. Employee Discount Program (EDP): Any program, plan, or offering through which one or more products and services are offered by individuals or companies that provide employee discount programs, merchandise, membership programs, credit union and banking programs, or other similar programs.

B. Participating Service and Product Provider (Provider): A person or company providing a discounted service or product to employees through the University Employee Discount Program.

III. POLICY

The University offers an Employee Discount Program (EDP) to all full-time benefited University employees. This program provides the opportunity for companies to offer discounts to University employees. Individual employees, programs departments, and colleges do not have the authority to enter into their own discount relationship with companies. Any such agreement is prohibited and will not be honored by the University.

IV. PROCEDURES

A. Employee Participation. Employees interested in participating in the University EDP shall enter into individual agreements with Providers. The University is not responsible for agreements entered into between employees and providers. Additionally, the University is not responsible for resolving disputes arising between employees and Providers.

B. Provider Participation. To participate in the University EDP, the Provider must:

- a.** Complete the University of Wyoming Employee Discount Program Application Form and agree to the Terms and Conditions of the University EDP (Appendix A).
- b.** Meet the following requirements:
 - i.** All University employees must be eligible for the discount.
 - ii.** Products or services made available must not be abusive, profane, obscene, pornographic, sexually explicit, false, defamatory, or harassing.
 - iii.** The Provider must hold all required licenses or other certifications required to provide the products or services under the EDP.

- iv. The discount offered must be a standing discount (not one-time only special) and must be at least 10% of the entire cost to the employee.
- v. The Provider must offer the discount for at least one year.

C. University Approval Process.

- a. Upon receipt of the Form, the Human Resources Department shall review the Form and determine whether the requestor meets the requirements to be a Provider in the University EDP. The University, in its sole discretion, without cause, may deny any Provider from participating in the University EDP.
- b. If the Form is approved, the University shall provide the contact listed on the Form with a letter of approval. Upon approval, the Provider's name and/or a link to the Provider's website will be posted to the Human Resources Department's website.
- c. The Human Resources Department shall review approved Providers every three years to determine continued eligibility for the program.

V. DISCLAIMER

The University EDP does not constitute compensation from the University to its employees. The University EDP may be modified and/or discontinued at any time without notice. The website contains links to other websites as a convenience. The University does not control, monitor or guarantee the information contained in these sites or information contained in links to other external web sites, and does not endorse any views expressed or products or services offered therein. The University does not guarantee the quality of any service or product the employee may obtain through use of the University EDP. In no event shall the University be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such content, products, or services available through the University EDP.

VI. RESPONSIBLE ADMINISTRATOR

The Vice President for Administration, or designee, is responsible for administration and review of this policy.



APPENDIX A:
University of Wyoming
Employee Discount Program
Form

To be considered for inclusion as a Provider in the University of Wyoming Employee Discount Program, please complete the information below. If you have any questions regarding this form, please contact Amy Ernst at (307) 766-5601 or AmyErnst@uwyo.edu . Please submit completed forms to, AmyErnst@uwyo.edu .

Today's Date (mm/dd/yy): _____

Company Name: _____

Contact Person: _____

Address:

City: _____ State: _____ Zip Code: _____

Phone: (____) _____

Website (URL): _____

Email: _____

Type of Discount Offered (Describe the type of discount(s) or service(s) to be provided):

Certification: By signing below, Company certifies that they have read, understood, and agree to the terms and conditions outlined below. The individual executing this Form on behalf of the Company warrants that such persons has full authorization to execute this Form and agree to its Terms and Conditions.

Name: _____

Signature: _____

Date: _____

Terms and Conditions

In consideration for participation in the University of Wyoming Employee Discount Program (EDP), the company (hereinafter Provider) identified on the first page of this Form hereby agrees to the following Terms and Conditions:

1. Eligibility. Provider agrees that all University employees will be eligible for the discount(s).

2. Products and/or Services.

- A. Products or services made available will not be abusive, profane, obscene, pornographic, sexually explicit, false, defamatory, or harassing.
- B. Provider certifies that they hold all required licenses or other certifications required to provide the products or services identified on this Form.

3. Discount.

- A. The discount(s) offered will be a standing discount (not a one-time only special) and is at least 10% of the entire cost to the employee.
- B. The discount(s) will be offered for at least one year.

4. Relationship. The Provider shall not imply that the University is endorsing the Provider, product, or service. Participation in the University EDP does not create any legal duty or liability on the part of the University for any actions of Provider. Participation in the University EDP does not constitute or create a contractual or agency relationship between Provider and the University.

5. Intellectual Property. The Provider shall not use the University's name, trademarks, logos, official seals, and other indicia without the written permission of the University. For trademark permission, please contact the Trademark Licensing Manager at trademrk@uwyo.edu. For all other permission, please contact the Brand Strategist at uwmtkg@uwyo.edu.

6. Equal Employment Opportunity. Provider shall fully adhere to all applicable local, state and federal laws, including equal employment opportunity.

7. Indemnification. Provider agrees to defend, indemnify and hold harmless the University from any and all claims arising from the Provider's participation in the University EDP.

8. Termination. Both the University and the Provider can terminate participation in the University EDP without cause, upon thirty (30) days prior written notice. Termination of participation shall not relieve Provider or the University of its obligations incurred prior to the termination date

9. Interpretation. The laws of the State of Wyoming shall govern in connection with formation, performance and the legal enforcement of these Terms and Conditions.

10. Sovereign Immunity/Governmental Claims. The University does not waive its sovereign immunity or its governmental immunity by entering into this agreement and fully retains all immunities and defenses provided by law with regard to any action based on this agreement. Any actions or claims against the University 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.