

**AGREEMENT FOR PRINTING AND PUBLISHING SERVICES
BETWEEN
THE UNIVERSITY OF WYOMING
AND**

This Printing and Publishing Services Agreement (hereinafter "Agreement") is made and entered into by and between the University of Wyoming (hereinafter "University")

and _____, a(n) [individual, corporation] (hereinafter "Contractor"),

whose address is _____.

WITNESSETH

WHEREAS, the University, in the exercise of its lawful duties, has determined that the printing and publishing services of Contractor are necessary to the performance of its duties as the State of Wyoming's educational institution; and

WHEREAS, the University has concluded that either its personnel are not available to perform said function, or it would not be feasible to utilize its personnel to perform said function; and

WHEREAS, Contractor desires to provide such services.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which is hereby duly acknowledged, the University and Contractor agree as follows:

1. **Term.** This Agreement shall commence upon **January 1, 2024**, and shall remain in full force and effect until **December 31, 2025**.
2. **Termination.**
 - A. The University can terminate this Agreement without cause, upon ten (10) days prior written notice.
 - B. Termination of this Agreement shall not relieve a party from its obligations incurred prior to the termination date. Upon early termination of this Agreement by the University, except in the case of a material breach by Contractor, the University shall pay all costs accrued by the Contractor as of the date of termination. In the event of termination, all work product prepared by the Contractor shall be immediately surrendered to the University.
3. **Printing specifications and bid documents.** The parties agree that the Contractor's bid documents and associated "Printing Specifications" are incorporated herein. The parties further agree that in the event of any inconsistency between this Agreement and the Contractor's bid documents and associated "Printing Specifications," the terms of this Agreement shall be construed as final and binding.

4. **Delivery date.** It is the responsibility of the Contractor to notify the UW employee coordinating the project (hereinafter “Client”) at least seventy-two (72) hours before the delivery date if the scheduled delivery date cannot be met due to unforeseen circumstances. The University recognizes that situations may arise that affect the delivery after a bid is awarded. With some advance notice, it may be possible to make adjustments.
5. **Alternate stocks.** The University will consider substitutions for specified stocks, but only if they are equivalent or higher in grade. The Client will make the final determination of the approval of alternate stocks. The Client must be contacted before any substitutions are made if the specifications do not indicate an acceptable equivalent. The University may agree to a suitable substitution, but is not required to do so.
6. **Production materials.** Unless otherwise specified, all production materials will be sent upon acceptance of the bid as identified by Procurement Services. When production materials are sent later than specified, the University will request an adjusted turnaround (in number of working days) comparable to that originally requested. **Work on, or processing of, production materials should not commence until the numbered University purchase order is received, or the Contractor agrees to accept a procurement card for print jobs falling under \$2500.00.** All production materials will be sent UPS overnight, electronically, or delivered in person by the Institutional Marketing coordinator or University client. Jobs provided electronically (via CD-ROM, DVD, FTP upload, etc.) shall be identified as such, with delivery format and software programs and versions specified. The Contractor must be able to service software indicated on printing specifications.
7. **Return of design/production materials.** All design/production materials shall be returned to the Client following completion of the job, along with the required number of samples listed in the bid specifications. Jobs will not be considered complete, and invoices will not be paid, until delivery of design/production materials and samples to the University Institutional Marketing coordinator has been made.
8. **Final delivery of production materials.** Final delivery of production materials must be made as agreed upon in the initial bid. Final delivery via third-party insured carrier, mail processing, and/or Contractor delivery will only be permitted if it was included and accepted by the University in the bid amount. No Contractor deliveries will be accepted at University Shipping and Receiving. Contractor deliveries must be prearranged with the Client and will be allowed only at the time, labor and expense of the Contractor. No University personnel will be allowed to assist unloading and delivery of any materials.
9. **Contracts with multiple lots.** If the printing or publishing job is based on a multiple-lot bid, the University reserves the right to cancel the job for the remaining lots at its discretion.
10. **Proofs.** Unless otherwise specified, all proofs and appropriate correspondence should be sent to the Client whose name appears on the specifications. At least one proof must be trimmed to final size, backed up, folded, and bound to match the job specifications. It is the responsibility of the Client to review the proof with the client and return the corrected/accepted proof to the Contractor within two working days following receipt, unless a longer time period is noted in the specifications or the client assumes responsibility for a delay resulting in delay in delivery of the job. The Client will notify Contractor as soon as possible as to any delays, which may necessitate changes to the Contractor’s production schedule. Proofs should be accompanied by the original

production materials furnished by the University. Corrected proofs will be returned to the Contractor for production use. Additional proofs may be required.

11. Over-runs/under-runs and consecutive numbering. The University client determines the needed quantity. Consequently, under-runs will not be accepted. A designated number of file copies of each publication are to be delivered to University Institutional Marketing unless otherwise noted on the specifications. Where an over-run is available, the University client may elect to pay the additional cost and accept delivery. Arrangements for over-run delivery, including price acceptance, must be made with the coordinator and/or Procurement Services prior to actual shipment of over-runs. All consecutively numbered forms and documents must have a complete series as specified. Neither partial nor “broken” numbered series will be accepted. Complete series over-runs may be accepted under the terms stated above.

12. Payments. No payment for delivery of any materials will be authorized until the following conditions (if applicable) have been met:

- A. Complete return to the Client of all design/production materials furnished by the University, including but not limited to corrected layout files, color proofs, and dies, developed by the Contractor for completion of a specific University job.
- B. Delivery of required number of samples, as listed in the original bid specifications.
- C. Submission of an itemized invoice for charges as bid, along with supplemental charges sent to the client identified as the funding source on the University purchase order.
- D. The successful completion and delivery/ mailing of all final production materials.

13. Printing standards. The University client or University Institutional Marketing may require press proofing at the Contractor’s plant when appropriate, with advance notice. Any costs associated with press proofing (if requested in the specifications) will be itemized on the original bid. Once a press proof is accepted, this proof will be signed and dated by the Client and used as the printing standard for the job in progress.

It is the responsibility of the University client to inspect all printed materials within five (5) working days following receipt to determine condition, quantity, and printing quality. When the quality of a job does not meet “printing standards” but time prohibits a reprint, the University reserves the right to negotiate a discounted bid price with the Contractor as compensation. Departmental questions concerning any of the above areas will be directed to the Contractor through the Institutional Marketing coordinator and/or Procurement Services.

14. General Provisions

- A. **Amendments.** Either party may request changes to this Agreement. Any changes, modifications, revisions or amendments to this Agreement which are mutually agreed upon shall be incorporated by written instrument, executed and signed by all parties to this Agreement.
- B. **Applicable Law.** Both parties shall fully adhere to all applicable local, state and federal law, including equal employment opportunity and including but not limited to compliance with Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, the Age

Discrimination Act of 1975 and the American with Disabilities Act of 1990. The University's policy has been, and will continue to be, one of nondiscrimination, offering equal opportunity to all employees and applicants for employment on the basis of their demonstrated ability and competence without regard to such matters as race, gender, color, religion, national origin, disability, age, veteran status, sexual orientation, gender identity, genetic information, political belief, or other status protected by state and federal statutes or University Regulations.

Contractors are notified that they may be subject to the provisions of 41 CFR Section 60-300.5(a); 41 CFR Section 60-741.5(a); 41 CFR Section 60-1.4(a) and (c); 41 CFR Section 60-1.7(a); 48 CFR Section 52.222-54(d); and 29 CFR Part 471, Appendix A to Subpart A with respect to affirmative action and posting requirements. **This Contractor and Subcontractor shall abide by the requirements of 41 CFR 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans. This Contractor and Subcontractor shall abide by the requirements of 41 CFR 60-741.5(a). This regulation prohibits discrimination against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.**

- C. Assignment.** Without prior written consent of the other party, neither party may assign this Agreement. This Agreement shall inure to the benefit of, and be binding upon, permitted successors and assigns of the parties.
- D. Availability of Funds.** Payment by the University is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation. If funds are not allocated and available for the continuance of the services, the printing or publishing job may be terminated by the University at the end of the period for which the funds are available. The University shall notify the other party at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to the University in the event this provision is exercised, and the University shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section. This provision shall not be construed to permit the University to terminate the printing or publishing job to acquire similar services from another party.
- E. Entirety of Agreement.** This Agreement represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.
- F. Governmental Claims.** 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.
- G. Indemnification.** Contractor agrees to defend, indemnify and hold harmless the University and its public employees from any and all claims arising from this Agreement or related to this Agreement.
- H. Insurance.** Contractor shall carry liability insurance including property damage and bodily injury with minimum limits of not less than \$1,000,000 occurrence and

\$2,000,000 aggregate. If Contractor will use automobiles in performance of the Agreement, Contractor must carry automobile liability insurance covering all owned, non-owned and hired autos with minimum limits of \$500,000 combined single limit. Contractor must carry any workers' compensation coverage and employer's stop gap liability coverage required by law. Insurance shall be placed with insurers licensed to do business in Wyoming. Policies other than workers' compensation and employer's liability must name the University, its trustees, officers, and employees as additional insureds. Certificates must be on file with University Risk Management prior to any work and must be kept current throughout the term of the Agreement.

- I. Interpretation.** The construction, interpretation and enforcement of this Agreement shall be governed by the laws of the State of Wyoming. The courts of the State of Wyoming shall have jurisdiction over any action arising out of this Agreement and over the parties, and the venue shall be the Second Judicial District, Albany County, Wyoming.
- J. Ownership of Work Product.** All works created for the University pursuant to this Agreement shall belong to the University, and Contractor disclaims any ownership interests therein. Contractor hereby irrevocably transfers and assigns all right and interest in and to all works, materials and deliverables (the "Deliverables") created, invented, developed or prepared as part of performing this Agreement, including without limitation, all copyrights and intellectual property of the Deliverables including the native files. The Deliverables that are copyrightable shall be deemed to be "works made for hire" to the extent permitted pursuant to federal copyright laws. The University has the right to alter, reproduce, and use the Deliverables as it sees fit. Contractor shall not use or reproduce the Deliverables unless specifically for and authorized by the University. Contractor represents and warrants to the University that the Services and the Deliverables will not violate or infringe a third party's patent, copyright, trade secret or other intellectual or proprietary right, and that no third party has an ownership interest in the Deliverables.
- K. Prior Approval.** This Agreement shall not be binding upon either party unless this Agreement has been reduced to writing before performance begins as described under the terms of this Agreement, and unless this Agreement is approved as to form by the Office of General Counsel.
- L. Severability.** Should any portion of this Agreement be judicially determined to be illegal or unenforceable, the remainder of the Agreement shall continue in full force and effect.
- M. Sovereign Immunity.** The University does not waive its sovereign or governmental immunity by entering into this Agreement, and fully retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this Agreement.
- N. Third Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this Agreement shall operate only between the parties to this Agreement, and shall inure solely to the benefit of the parties to this Agreement. The provisions of this Agreement are intended only to assist the parties in determining and performing their obligations under this Agreement. The parties to this Agreement intend and expressly agree that only

parties signatory to this Agreement shall have any legal or equitable right to seek to enforce this Agreement, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Agreement, or to bring an action for the breach of this Agreement.

O. Work Available. Contractor acknowledges that by signing this agreement the University does not guarantee that there will be any printing or publishing jobs available and that Contractor will not automatically be awarded any printing and publishing bids.

P. Legal Authority. Each party to this Agreement warrants that it possesses the legal authority to enter into this Agreement and that it has taken all actions required by its regulations, procedures, bylaws, and/or applicable law to exercise that authority, and to lawfully authorize its undersigned signatory to execute this Agreement and to bind it to its terms. The person(s) executing this Agreement on behalf of a party warrant(s) that such person(s) have full authorization to execute this Agreement.

15. Signatures. In witness whereof, the parties to this Agreement through their duly authorized representatives have executed this Agreement on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Agreement as set forth herein.

University of Wyoming

Contractor

Signature Date

Signature Date

Name

Name

Title

Title

Email Address

Website

Phone number