

UW Board of Trustees Research and Economic Development Committee  
Agenda  
September 24, 2025, at 1:00 pm

**Public Session:**

Agenda #	Description	Page #
1.	<b>Research Excellence Presentations: UW-NPS Research Station at the AMK Ranch</b> <ul style="list-style-type: none"><li>• <b>Meredith Journey</b> – Grad Student in Zoology &amp; Physiology/Program in Ecology<ul style="list-style-type: none"><li>○ Title: “<i>Exploring impacts of increased glacial sediment on alpine lake limnology and ecology</i>”</li></ul></li><li>• <b>Caleb Hill &amp; Connor Lubsen</b> – Grad students in Economics<ul style="list-style-type: none"><li>○ Title: “<i>Anthropogenic Noise: Visitor Behavior and Welfare Implications</i>”</li></ul></li><li>• <b>Jared Friedman</b> – Grad Student in Botany/Program in Ecology<ul style="list-style-type: none"><li>○ Title: “<i>Shifting Climate – Growth Limitations in Declining Whitebark Pine</i>”</li></ul></li><li>• <b>Claudia Celia</b> – Grad student in Anthropology<ul style="list-style-type: none"><li>○ Title: “<i>Archaeology internship at the AMK Ranch</i>”</li></ul></li></ul>	3  18  30  36
2.	<b>REDD Updates – Parag Chitnis</b>	50
3.	<b>UW-UWF MOU regarding Office of Industry and Strategic Partnerships – Parag Chitnis</b>	51

**Research and Economic Development**  
**COMMITTEE MEETING MATERIALS**

**AGENDA ITEM TITLE: Research Excellence Presentations: UW-NPS Research Station at the AMK Ranch – Introduced by Vice President Parag Chitnis**

- ☒ OPEN SESSION  
☐ CLOSED SESSION

PREVIOUSLY DISCUSSED BY COMMITTEE:

- ☒ Yes  
☐ No

FOR FULL BOARD CONSIDERATION:

- ☐ Yes *[Note: If yes, materials will also be included in the full UW Board of Trustee report.]*  
☒ No  
☒ Attachments/materials are provided in advance of the meeting.

EXECUTIVE SUMMARY:

Graduate Students in a variety of Colleges and Programs will present on their work performed at the UW-NPA Research Station at the AMK Ranch.

- **Meredith Journey** – Grad Student in Zoology & Physiology/Program in Ecology
  - Title: “Exploring impacts of increased glacial sediment on alpine lake limnology and ecology”
- **Caleb Hill & Connor Lubsen** – Grad students in Economics
  - Title: “Anthropogenic Noise: Visitor Behavior and Welfare Implications”
- **Jared Friedman** – Grad Student in Botany/Program in Ecology
  - Title: “Shifting Climate – Growth Limitations in Declining Whitebark Pine”
- **Claudia Celia** – Grad student in Anthropology
  - Title: “Archaeology internship at the AMK Ranch”

PRIOR RELATED COMMITTEE DISCUSSIONS/ACTIONS: **Information only**

WHY THIS ITEM IS BEFORE THE COMMITTEE: **Information only**

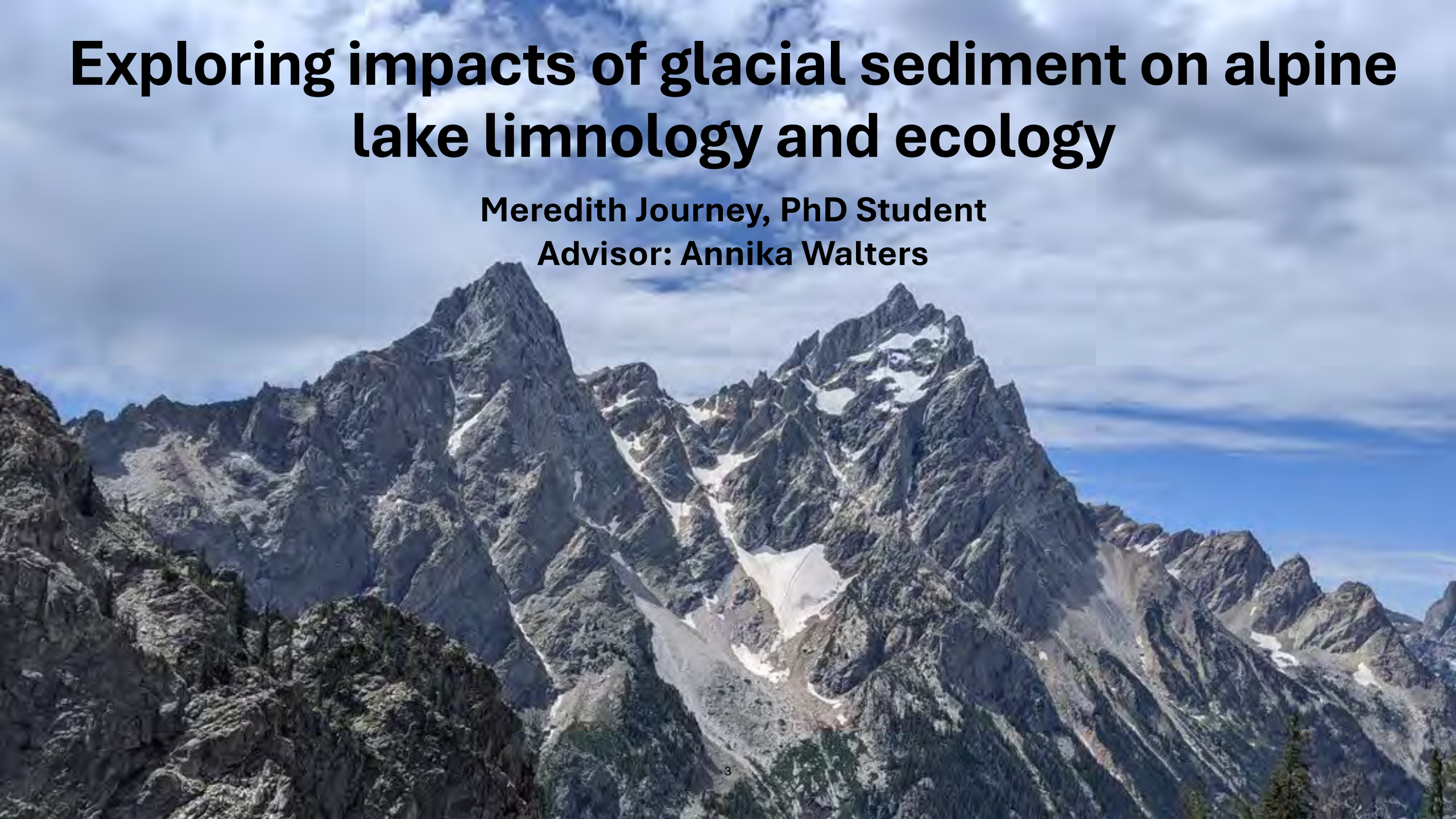
ACTION REQUIRED AT THIS COMMITTEE MEETING: **None**

PROPOSED MOTION: **N/A**

# **Exploring impacts of glacial sediment on alpine lake limnology and ecology**

**Meredith Journey, PhD Student**

**Advisor: Annika Walters**



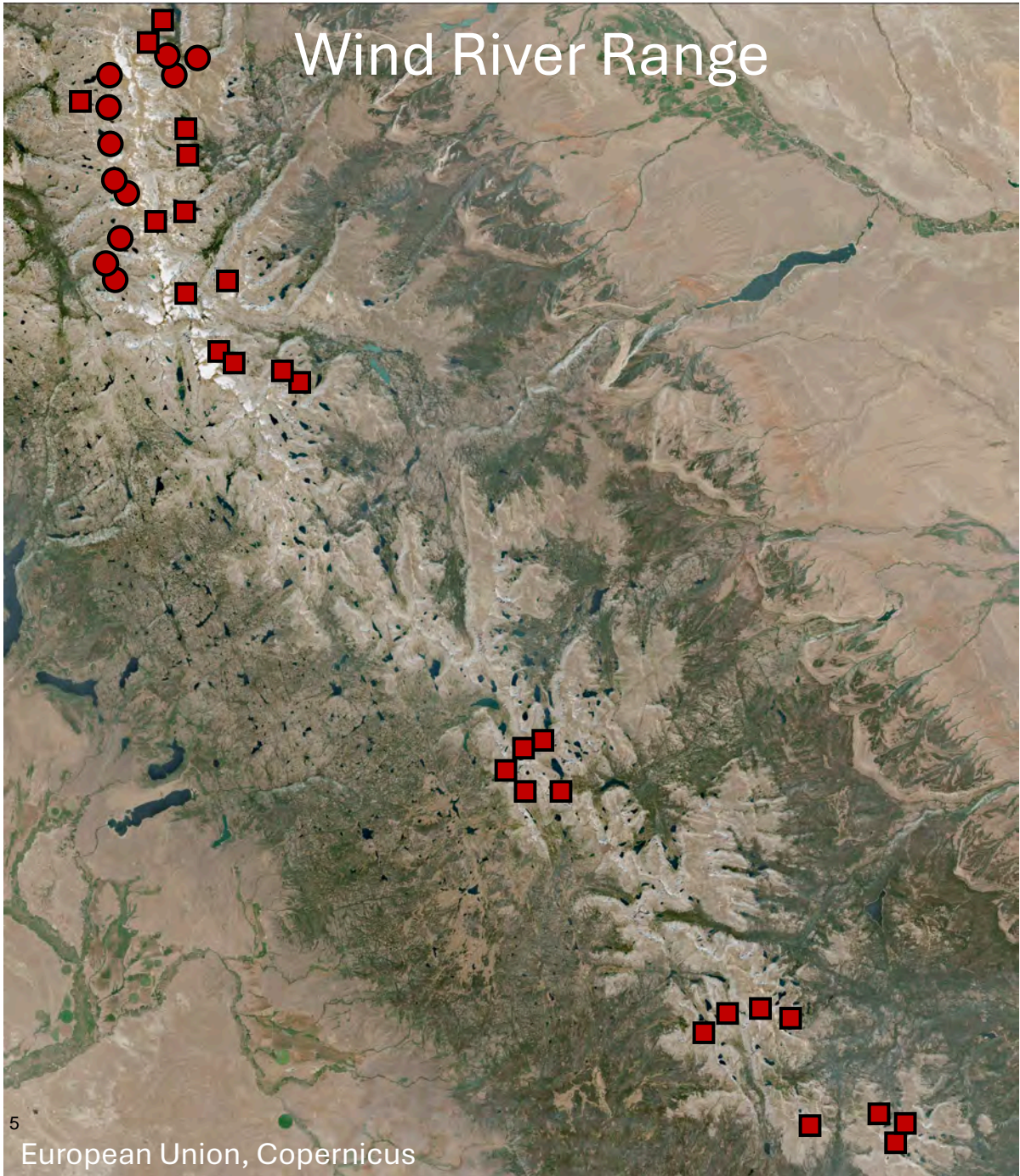
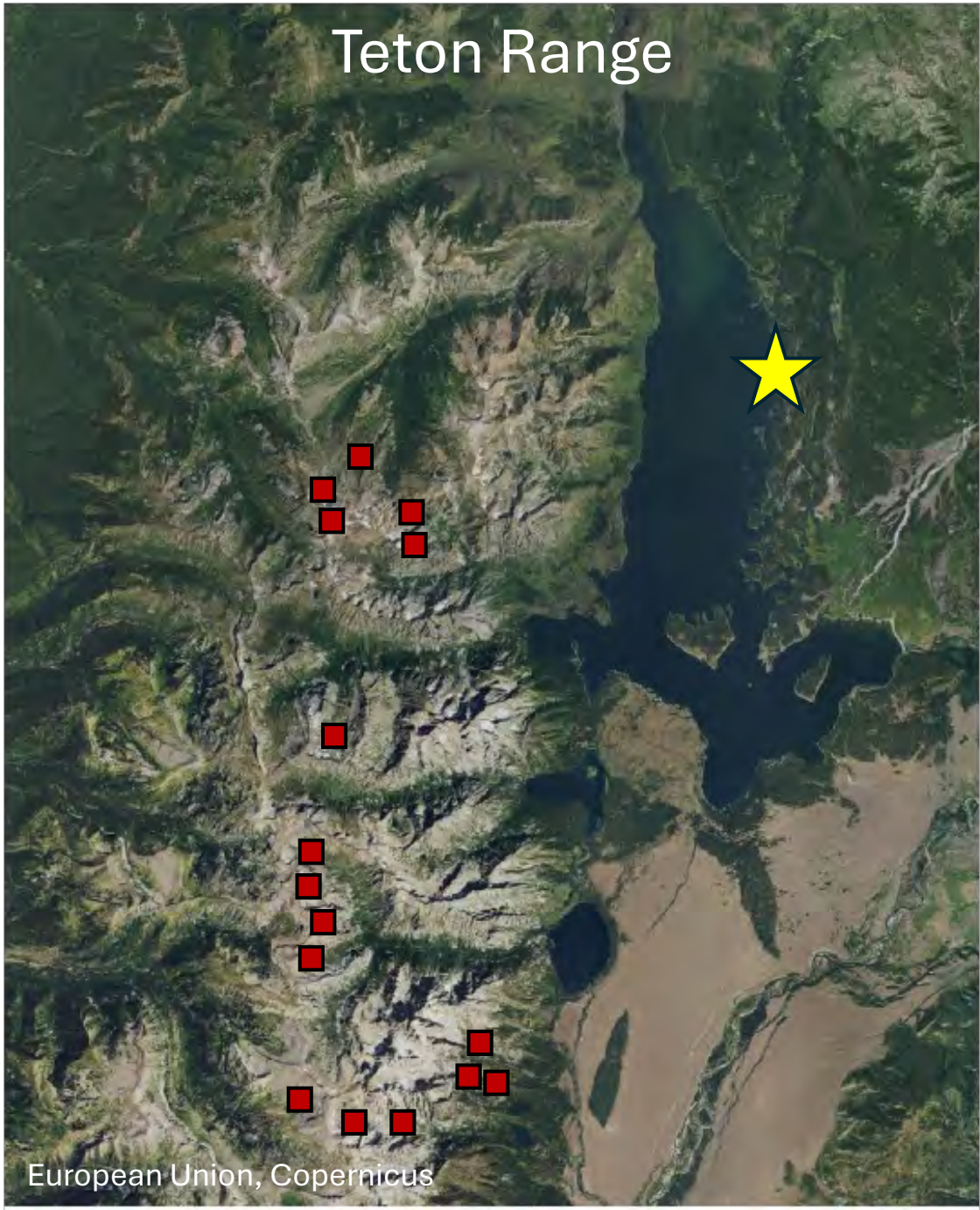


# What are alpine lakes?

- Generally considered to be at or above tree-line
- Important integrators of alpine watersheds
- Source of late summer water flow at lower elevations
- Historically understudied due to the complex logistics of accessibility
- Critical habitat for high elevation obligate species









# Historical fish stocking in alpine lakes

- Wind River Range alpine lake stocking for recreational fishing – started in 1920s
- In Winds, around 500 lakes sustain reproductive populations – minimal current stocking
- No known alpine lake stocking has occurred in Grand Teton National Park





Fishless



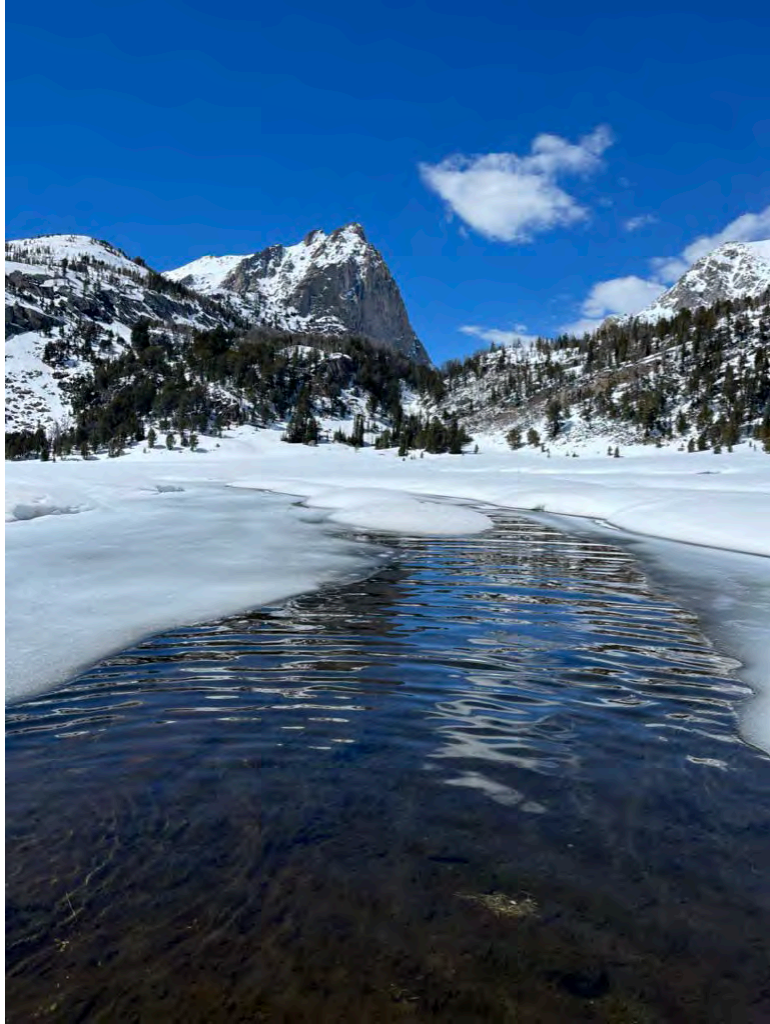
Introduced Fish





# Climate induced impacts to alpine lakes

Decreased spring snowpack



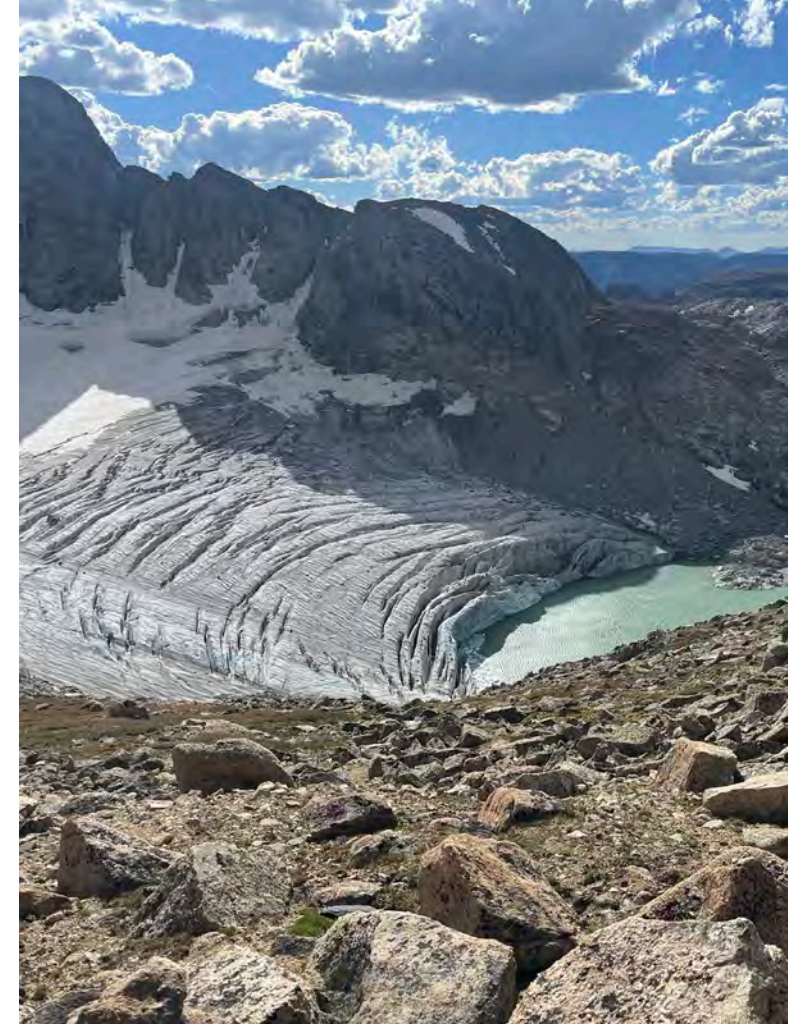
Big Sandy, May 2024

Longer snow-free season



Big Sandy, July 2024

Glacial recession



Sourdough Glacier, Aug 2024



# Recent evidence of glacial input changes

Mile Long Lake, Wind River Range

Images: European Union, Copernicus



8/31/17

8/31/18

8/26/19

8/30/20

8/25/21

8/30/22

8/30/23

8/29/24



1940

Unknown photographer, circa 1940, GNP archives



2013

Lisa McKeon, USGS

Unknown Photographer, Glacier National Park archives

Lisa McKeon, USGS



# How do the Teton and Wind River Ranges differ?

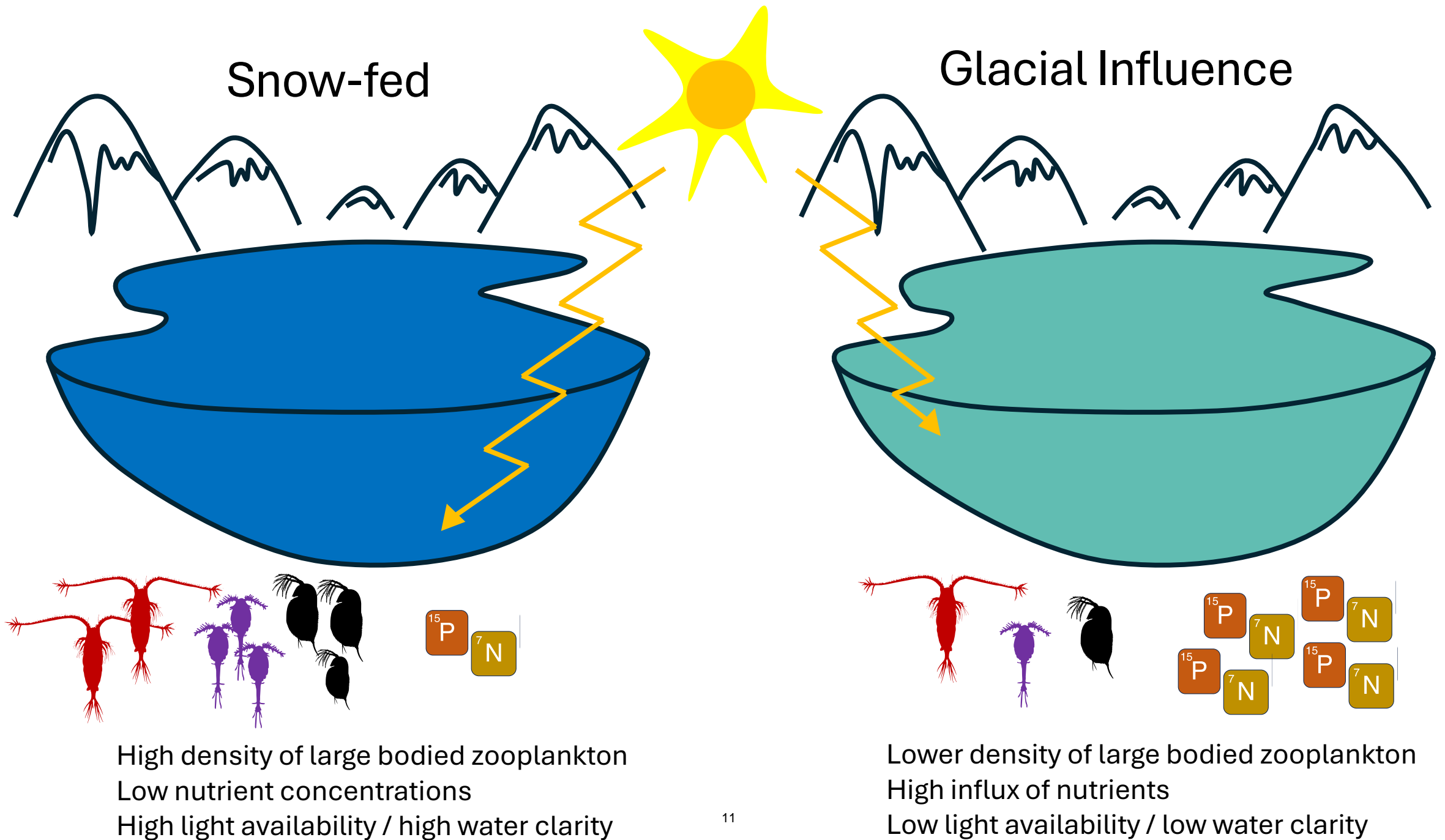
Schoolroom Glacier, Tetons, Sept 2025



Wind River Glacier, Wind River Range, Aug 2025







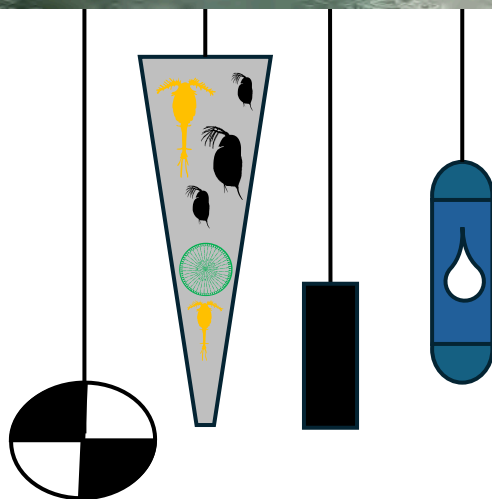




Delta Lake

Water column properties  
surface to bottom:

- temperature
- chlorophyll-a
- dissolved oxygen
- pH
- Clarity index
- Water (for nutrients)

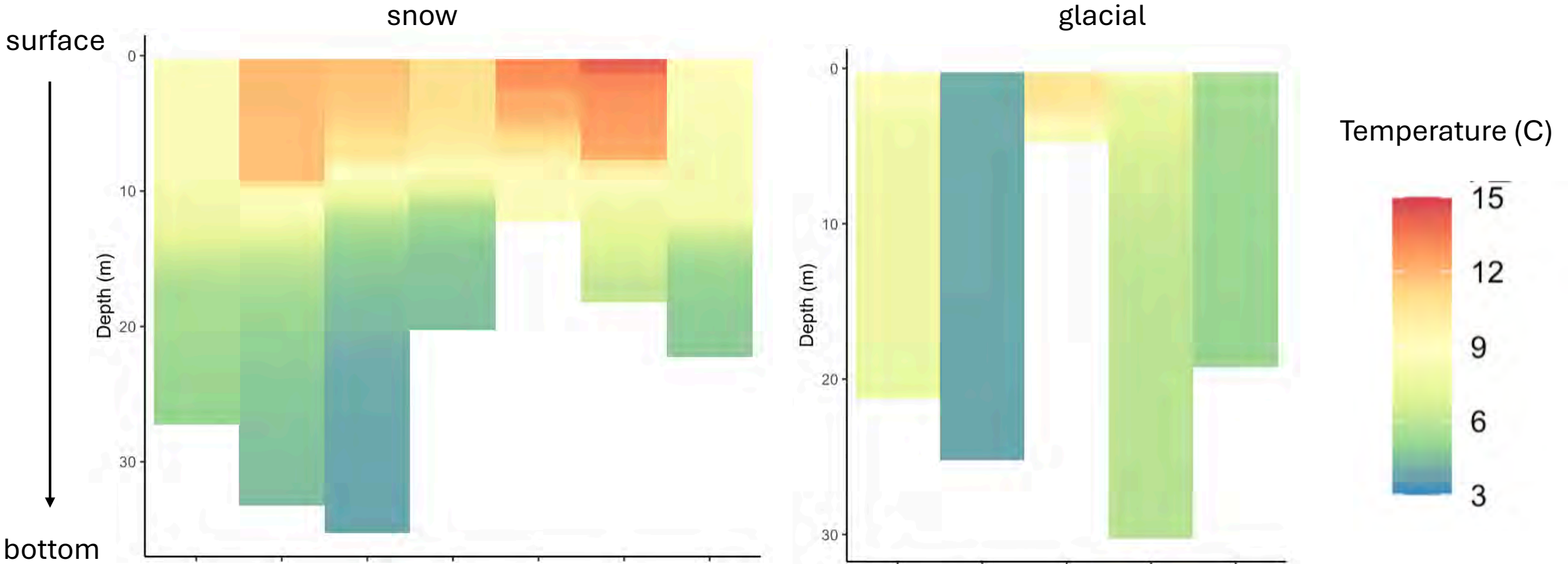


# Field sampling



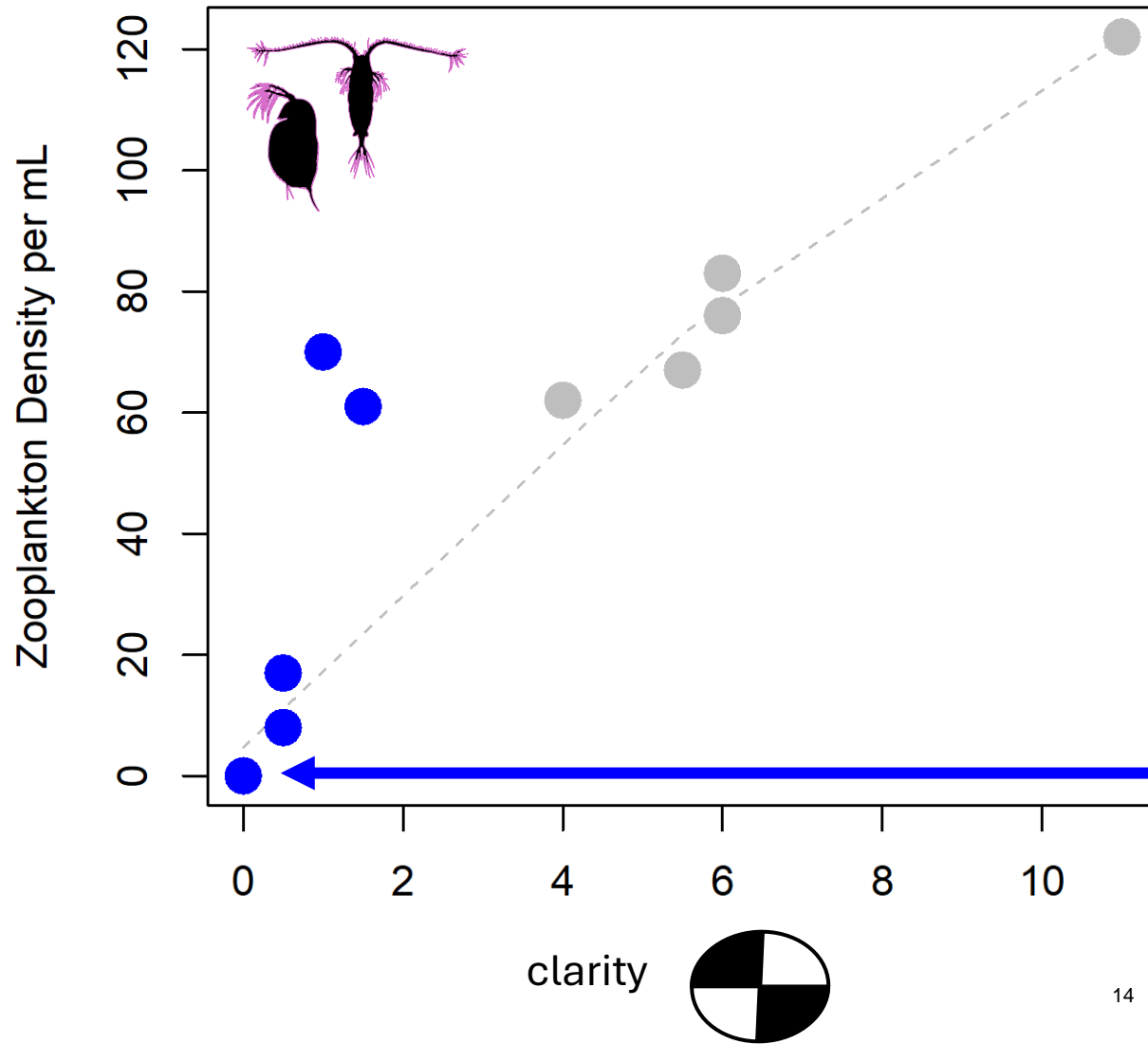


# Glacial lakes lack warm & productive surface layers





# Glacial lakes generally have lower density zooplankton

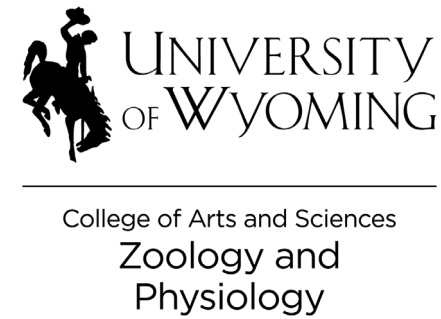


data from 2024















# The Impact of Anthropogenic Noise in Wilderness Areas

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Connor Lubsen & Caleb Hill

PhD Students

September 8, 2025

Department of Economics

University of Wyoming



# What is Anthropogenic Noise Pollution

Any sound of human origin is considered *Anthropogenic Noise Pollution*

## Why is it a Problem?

- Interferes with wildlife survival instincts
- Disamenity for people (Buxton et al.; 2017)
- Cascading effects on ecosystems (Francis et al.; 2012)

The NPS recognizes noise pollution as a problem and has created the Natural Sounds Division to monitor noise in protected areas.



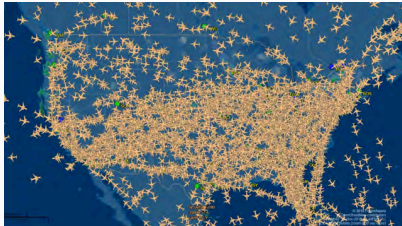
# Accessing Silent Places





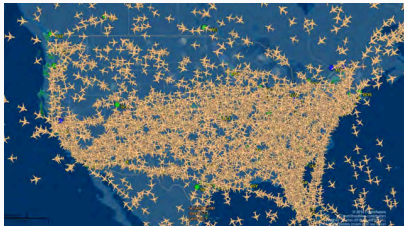
# Accessing Silent Places

- Anthropogenic noise doubled background sound levels in 63% of U.S. protected area (Buxton et al.; 2017).





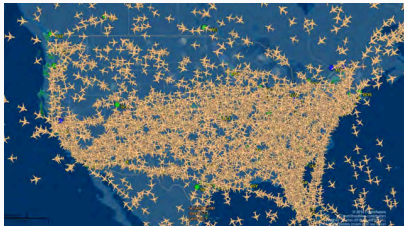
# Accessing Silent Places



- Anthropogenic noise doubled background sound levels in 63% of U.S. protected area (Buxton et al.; 2017).
- Air Traffic is primary source of noise pollution (Hammer et al.; 2014).



# Accessing Silent Places



- Anthropogenic noise doubled background sound levels in 63% of U.S. protected area (Buxton et al.; 2017).
- Air Traffic is primary source of noise pollution (Hammer et al.; 2014).
- Most people have never experienced a silent and natural soundscape.

# Why Survey at GTNP?

## Jackson Hole News & Guide

Friday, September 5, 2025



NEWS

VALLEY

SCENE

SPORTS

STATE/REGIONAL

OPINION

SPECIAL SECTIONS

CLASSIFIEDS

OBITUARIES

SUBSCRIBE



50°



### Despite concern from Teton park, Jackson Hole Airport will build new private aviation terminal, offices

By Billy Arnold Jackson Hole Daily Jan 23, 2024 | Updated Jan 23, 2024



#### MOST POPULAR

Articles



1. Jackson man charged with felony DUI after driving through the Gros Ventre River
2. Turpin Meadow Ranch seeks to quintuple footprint on western Wyoming's remote Bridger-Teton
3. Lawmakers visiting Teton to dissect Great American Outdoors Act, which gives billions to parks
4. Grand Teton National



# Survey

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# What Did We Ask?

## Our Survey

- We elicited visitor's recreation preferences under varying anthropogenic noise conditions
- We also elicited their averting behavior.

## What Can we Do With this Information?

- Estimate the harm that visitors experience from anthropogenic noise.
- Estimate the behavioral responses to anthropogenic noise

## Early Findings

- Preliminary results indicate considerable harm and significant responses. More than we expected.



- Anthropogenic Noise has increased 10 fold in protected areas (Buxton et al.; 2017)
- Ecosystems, animals, and humans are negatively impacted by noise pollution
- To navigate noise pollution policy, we need to know how people currently perceive and value natural sound scapes in protected areas.

# Questions?

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## References

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- Arnold, B. (2024). Despite concern from teton park, jackson hole airport will build new private aviation terminal, offices. Accessed: 2025-09-05.  
URL: [https://www.jhnewsandguide.com/news/environmental/local/despise-concern-from-teton-park-jackson-hole-airport-will-build-new-private-aviation-terminal-offices/article\\_d914c0fe—b976—11ee—bb54—8bd3c6420739.html](https://www.jhnewsandguide.com/news/environmental/local/despise-concern-from-teton-park-jackson-hole-airport-will-build-new-private-aviation-terminal-offices/article_d914c0fe—b976—11ee—bb54—8bd3c6420739.html)
- Buxton, R. T., McKenna, M. F., Mennitt, D., Frstrup, K., Crooks, K., Angeloni, L. and Wittermyer, G. (2017). Noise pollution is pervasive in u.s. protected areas, *Science* **356**(6337): 531–533.  
URL: <https://www.science.org/doi/10.1126/science.aah4783>
- Francis, C. D., Kleist, N. J., Ortega, C. P. and Cruz, A. (2012). Noise pollution alters ecological services: enhanced pollination and disrupted seed dispersal, *Proceedings of the Royal Society B: Biological Sciences* **279**(1739): 2727–2735.
- Hammer, M. S., Swinburn, T. K. and Neitzel, R. L. (2014). Environmental noise pollution in the united states: developing an effective public health response, *Environmental health perspectives* **122**(2): 115–119.

# Grand Teton Forest Dynamics Plot - 2025 Season

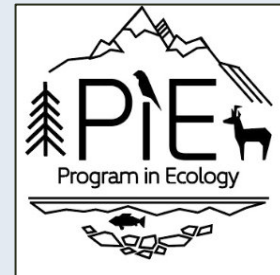


Photo (above) by Lila Cohen, 2025



# Our Crew At Work

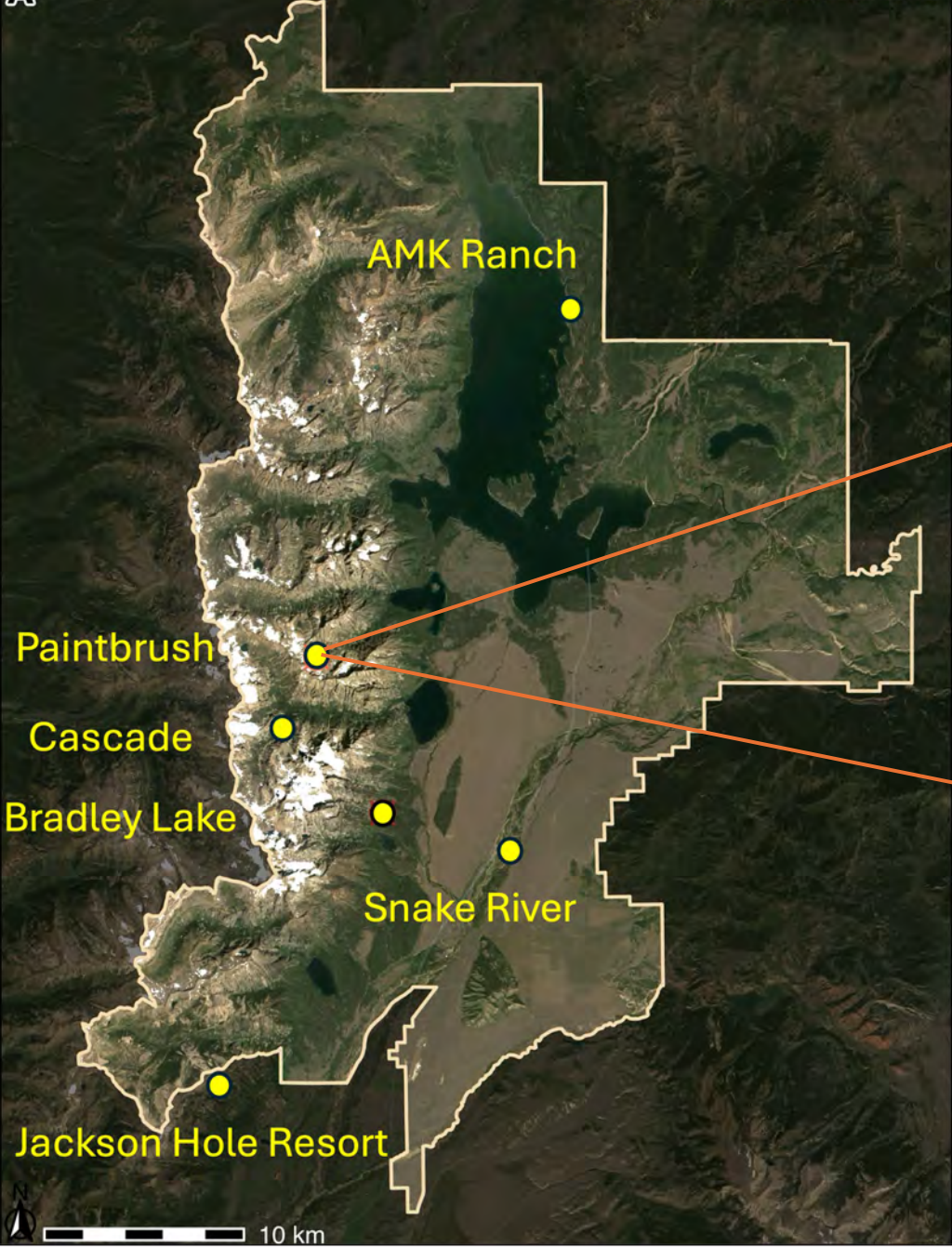
- Tagging, measuring, and mapping
- Mortality checks
- Dendrometers and coring trees





A

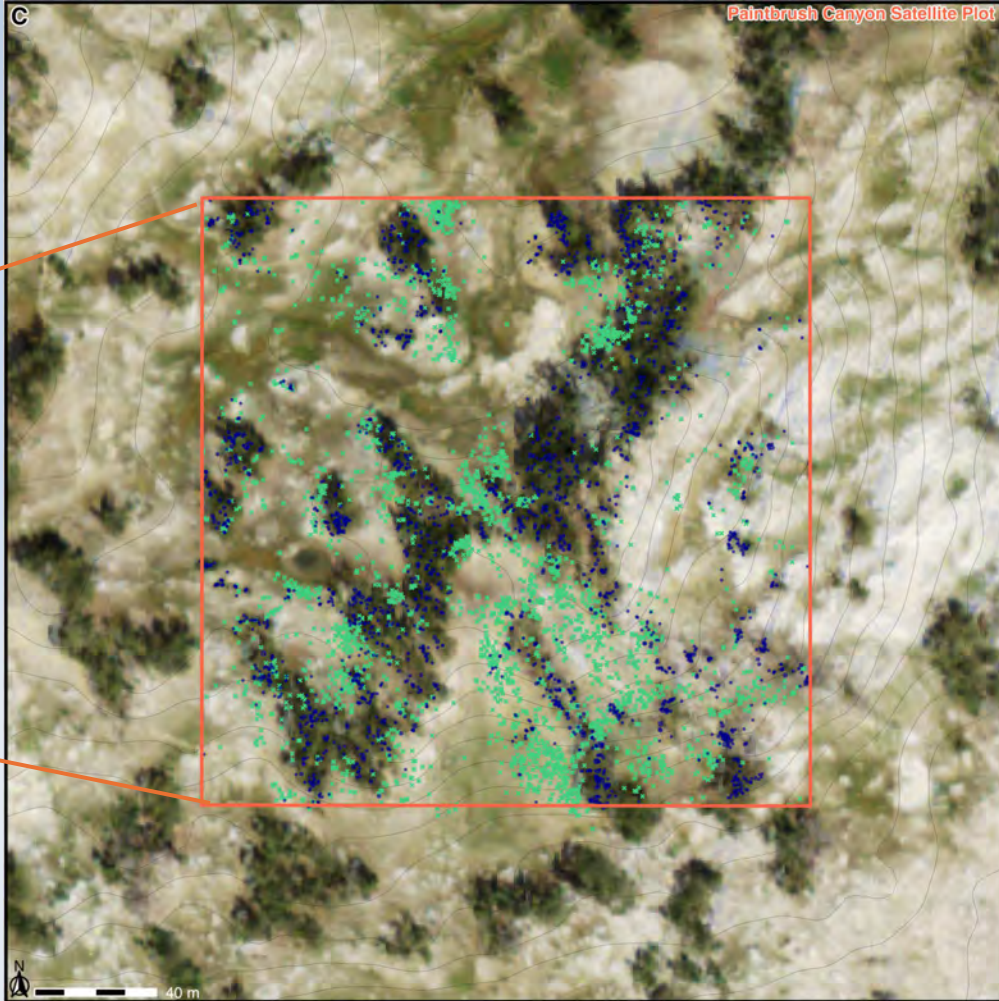
Grand Teton National Park



# The Plot Network

C

Paintbrush Canyon Satellite Plot



Green points denote seedlings, blue denotes trees  
Furniss, 2025



# Climate Sensitivity of Declining Whitebark Pine



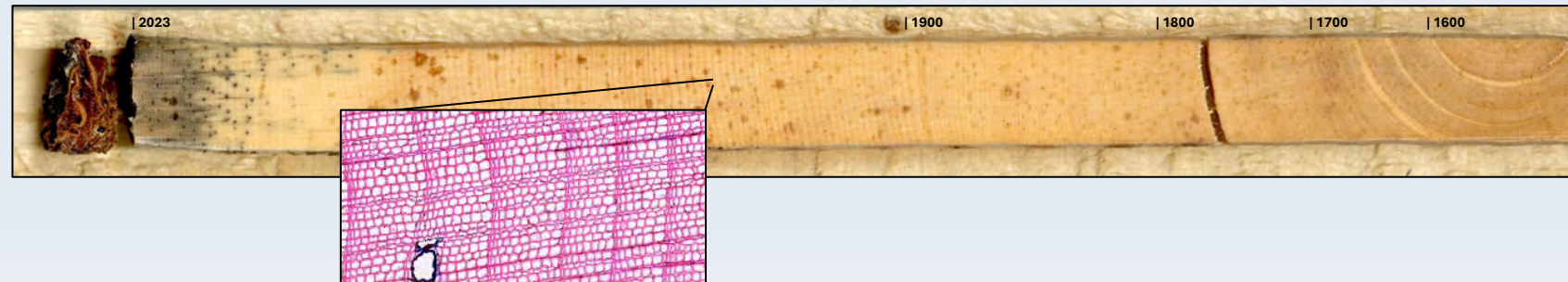
White Pine  
Blister Rust



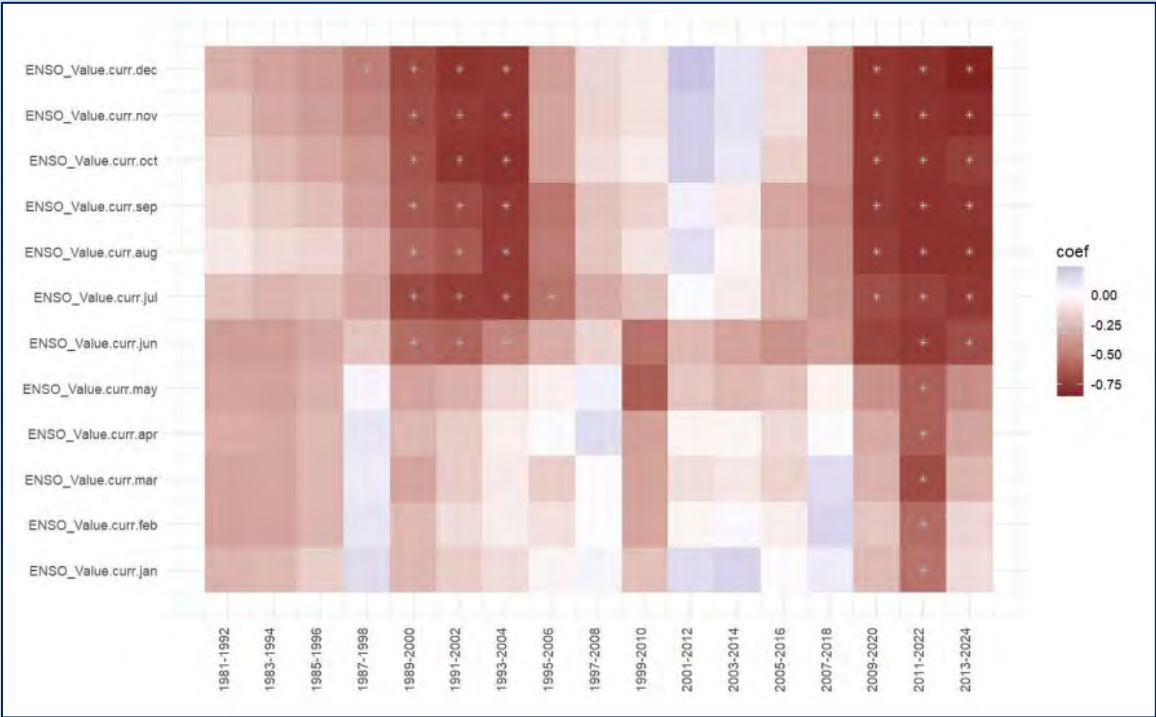
Mountain Pine Beetle



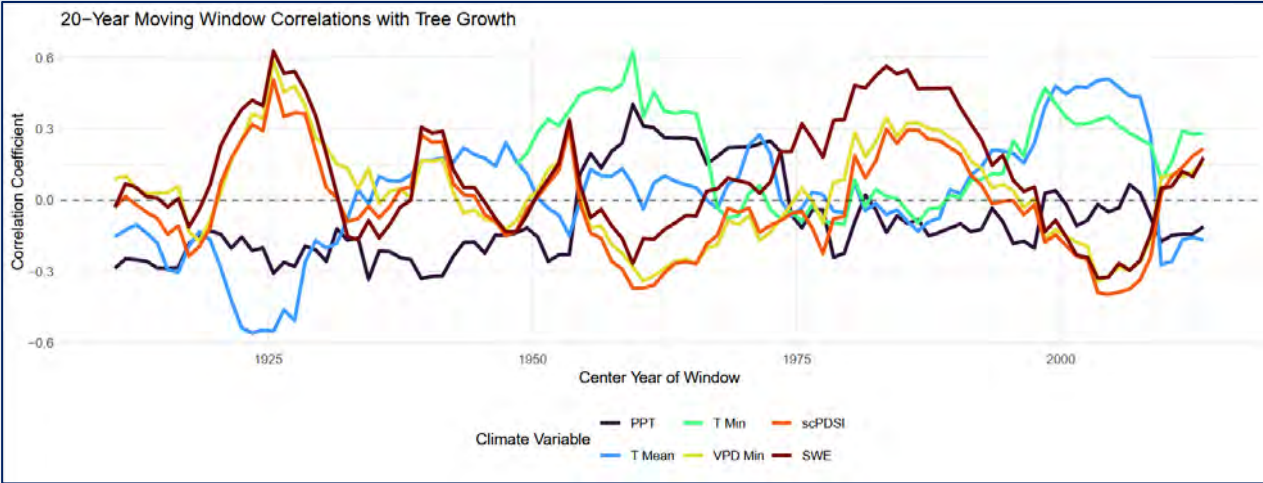
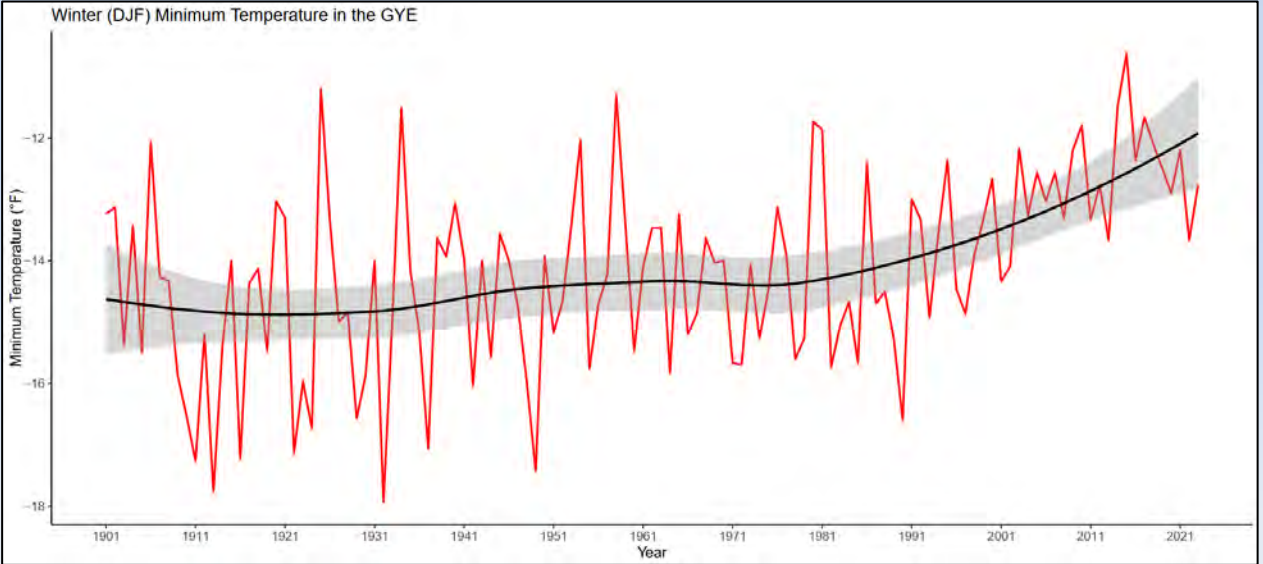
Drought



# Preliminary Results



Time-series of moving average correlations between whitebark pine ring-width and standardized MEI.



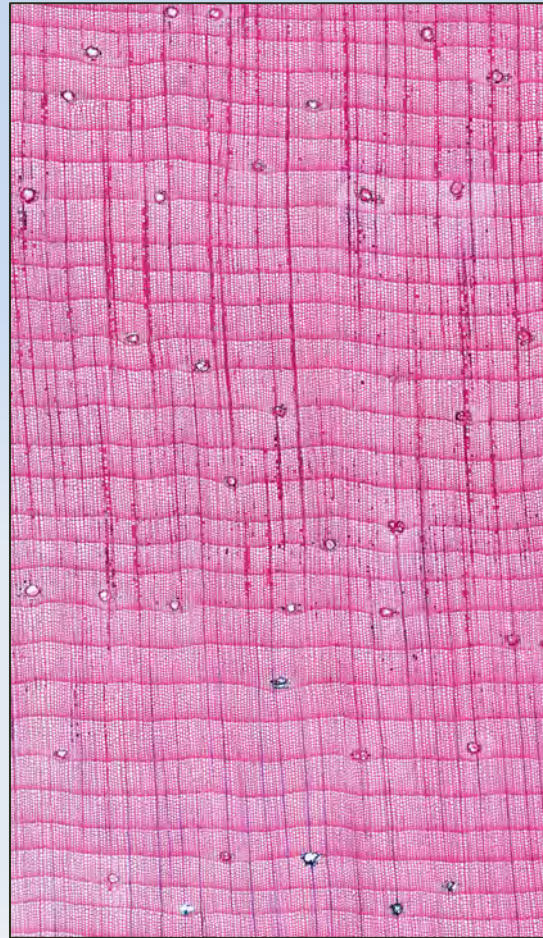
Top: Minimum winter temperature in the GYE  
Bottom: Moving window correlations between various climate indices and whitebark tree-ring width



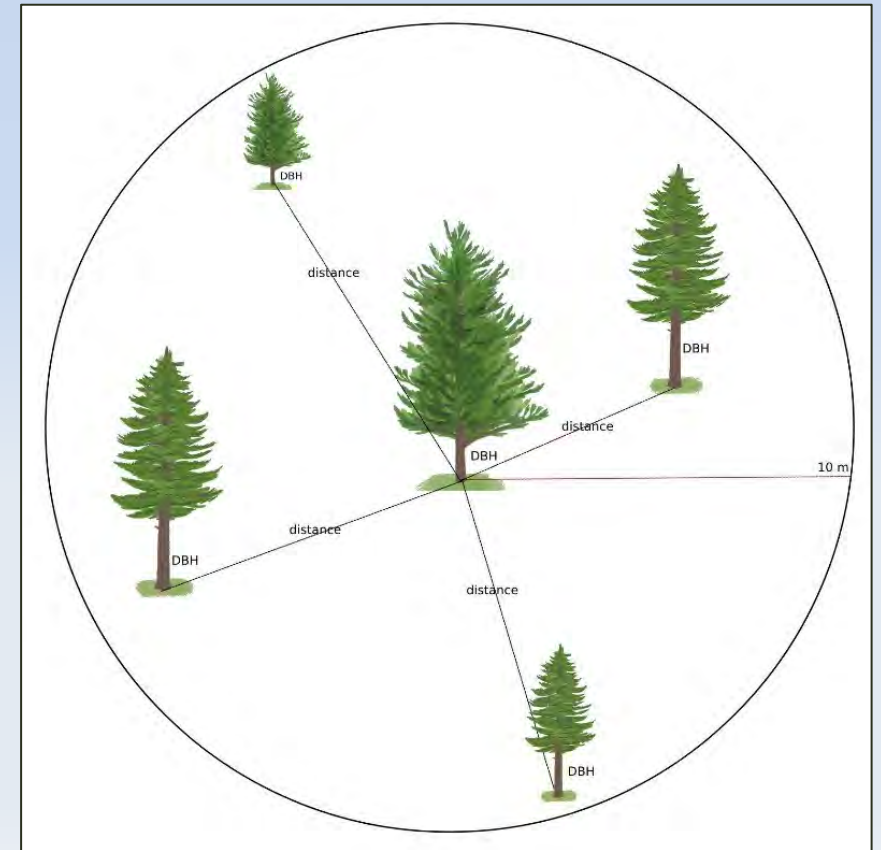
# Future Work



Isotope (oxygen and carbon)  
processing



Quantitative wood anatomy  
record



Forest competition (Hegyi) Bayesian  
modeling

# Grand Teton Archaeology Project

Summer 2025

Claudia Celia



College of Arts and Sciences  
Department of  
Anthropology





# Project Mission

- A climate impact assessment of high vulnerability, culturally significant archaeology at Grand Teton National Park
- Native American/prehistoric archaeology
- Methods
  - Community collaboration
  - Data analysis
  - **Field investigation**



# Guiding Questions

- What are the Park's archaeological resources? How best to manage these?
- How long have Native Americans used the Grand Teton landscape? Was use seasonal?
- What was community organization like?
- Food? Technology?
- How did these patterns change overtime?



# Summer 2025 Field Investigations

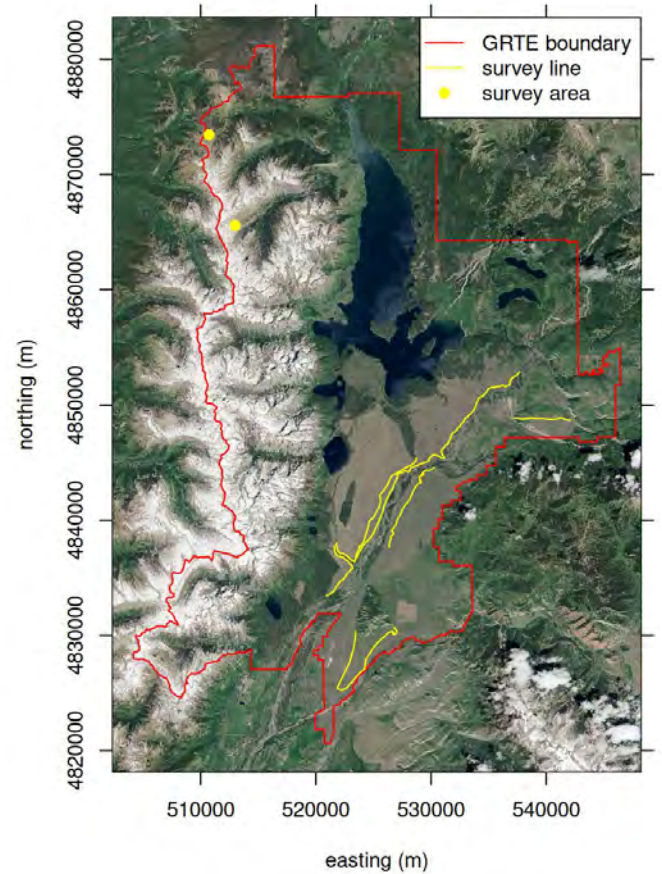
## Terrace edge survey and stone circle documentation

- Erosive
- Stone circles particularly vulnerable and poorly documented
- High research potential for evaluating community organization

## Ice patch survey

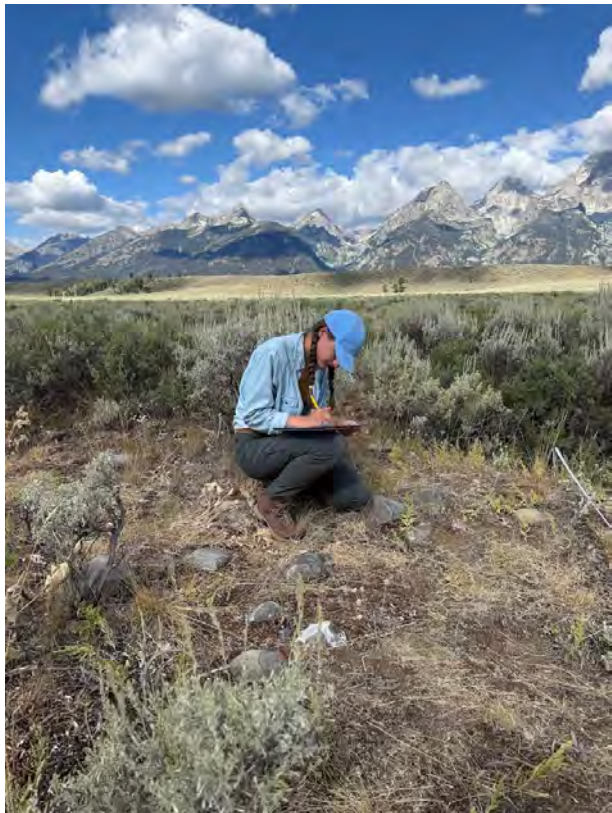
- Ice patches are melting— cultural and organic materials in them are disappearing
- Important for paleoenvironmental reconstruction

# Terrace Edge and Stone Circles





# Terrace Edge and Stone Circles





# Cow Lake Site (48TE1536)

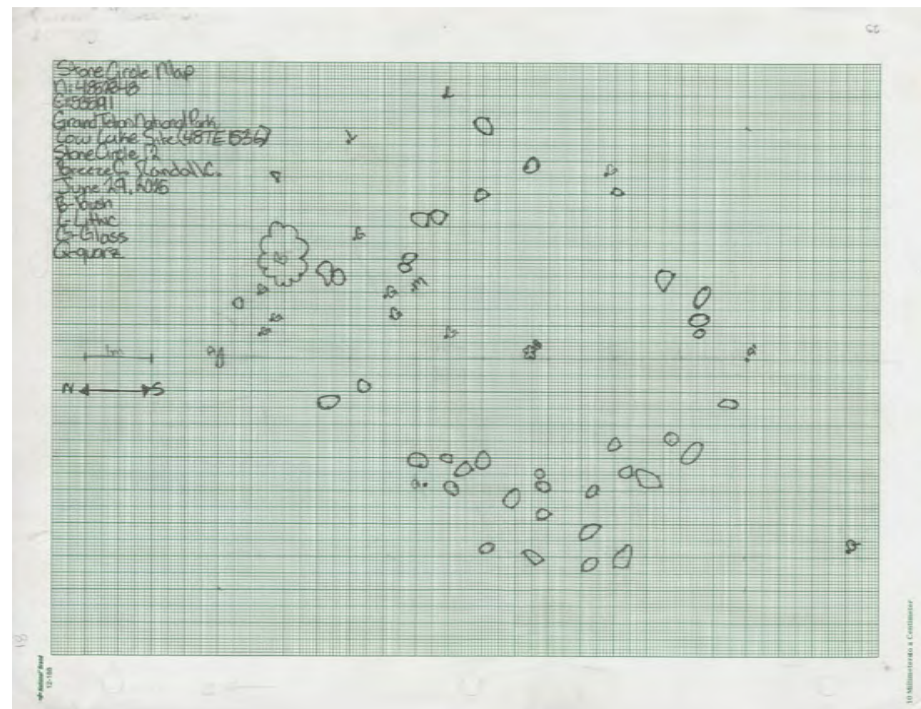




# Cow Lake Site (48TE1536)

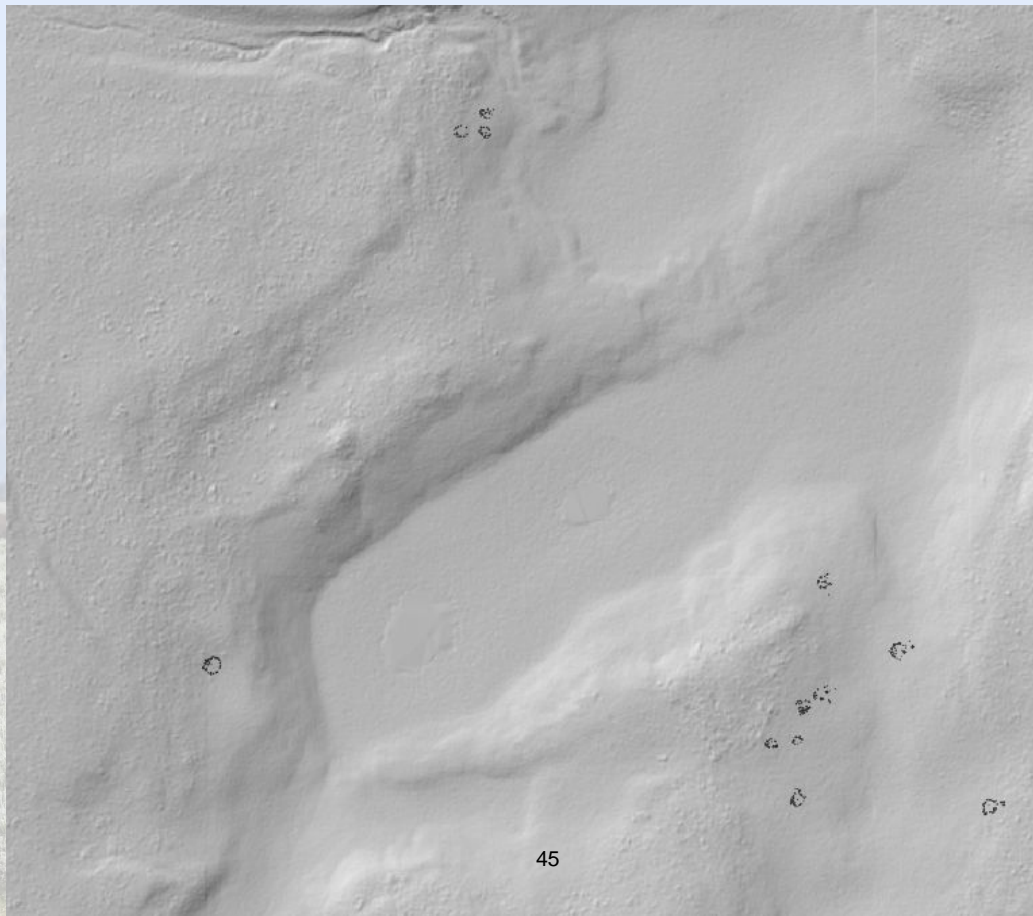


# Cow Lake Site (48TE1536)

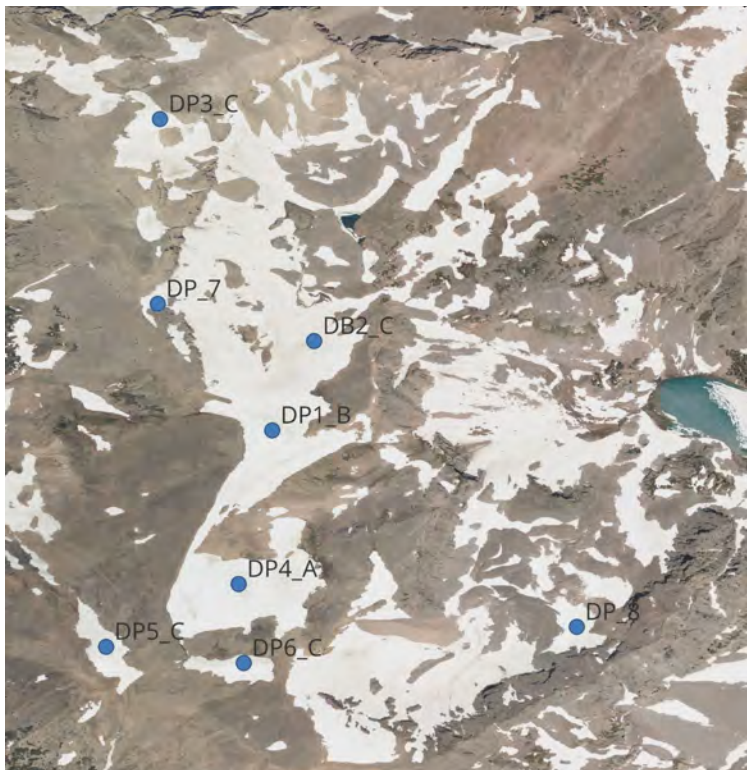




# Cow Lake Site (48TE1536)



# Ice Patch Survey





# Ice Patch Survey



# Ice Patch Survey





# Summer 2025 Takeaways

- Rigorous documentation of vulnerable stone circle features
  - Forthcoming analysis of group organization at the Cow Lake site
- Paleoenvironmental data from melting ice patches
- Contributions to our understanding of prehistoric and protohistoric uses of Grand Teton National Park

**Research and Economic Development**  
**COMMITTEE MEETING MATERIALS**

**AGENDA ITEM TITLE:** Research and Economic Division update - Chitnis

- ☒ OPEN SESSION  
☐ CLOSED SESSION

**PREVIOUSLY DISCUSSED BY COMMITTEE:**

- ☒ Yes  
☐ No

**FOR FULL BOARD CONSIDERATION:**

- ☐ Yes *[Note: If yes, materials will also be included in the full UW Board of Trustee report.]*  
☒ No  
☐ *Attachments/materials are provided in advance of the meeting.*

**EXECUTIVE SUMMARY:**

Vice President Parag Chitnis will update the committee on current activities within the Research and Economic Development Division, to include updates on Federal Funding issues.

**PRIOR RELATED COMMITTEE DISCUSSIONS/ACTIONS: Information only**

**WHY THIS ITEM IS BEFORE THE COMMITTEE: Information only**

**ACTION REQUIRED AT THIS COMMITTEE MEETING: None**

**PROPOSED MOTION: N/A**



**Research and Economic Development**  
**COMMITTEE MEETING MATERIALS**

**AGENDA ITEM TITLE: Memorandum of Understanding between the University of Wyoming and the University of Wyoming Foundation for the Office of Industry and Strategic Partnerships – Chitnis/Stark**

- ☒ OPEN SESSION  
☐ CLOSED SESSION

PREVIOUSLY DISCUSSED BY COMMITTEE:

- ☒ Yes  
☐ No

FOR FULL BOARD CONSIDERATION:

- ☒ Yes *[Note: If yes, materials will also be included in the full UW Board of Trustee report.]*  
☐ No  
☒ *Attachments/materials are provided in advance of the meeting.*

EXECUTIVE SUMMARY:

To strengthen collaborations with industry sponsors, the University’s Research and Economic Development Division (REDD) and the University of Wyoming Foundation (UWF) established a joint Office of Industry and Strategic Partnerships (OISP) in 2024. The attached Memorandum of Understanding (MOU) seeks to formally recognize and sustain this partnership.

OISP integrates resources to support and expand relationships across diverse industries, offering a coordinated and comprehensive approach to private investment. The office is staffed currently by (2) two REDD staff members and one (1) UWF staff – all working within UWF offices and serving the broader campus community.

Through regular engagement with colleges and divisions, OISP identifies campus needs and opportunities that can be advanced through industry collaboration. These partnerships not only generate funding for research and academic programs but also help to facilitate internships and career pathways for students, foster coordinated engagement with potential donors and sponsors, and ensure industry partners are connected with the most appropriate university units and leaders. The attached report demonstrates the value of this office in terms of increased engagement with industry.

**PRIOR RELATED COMMITTEE DISCUSSIONS/ACTIONS:** The Committee has been updated at various times about progress to establish the Office of Industry and Strategic Partnerships.

**WHY THIS ITEM IS BEFORE THE COMMITTEE:** UW Regulation 7-2 requires Board of Trustees approval for “all contracts, federal contracts, agreements, memorandums of understanding, or procurements that have such a serious political, social, or financial impact on

the University or the public that the Board of Trustees must review, as determined by the President of the University.”

ACTION REQUIRED AT THIS COMMITTEE MEETING: Approval or disapproval for administration to execute the Memorandum of Understanding between the University of Wyoming and the University of Wyoming Foundation for the Office of Industry and Strategic Partnerships

PROPOSED MOTION: I move that the Committee recommend to the full Board of Trustees that they approve administration to execute the Memorandum of Understanding between the University of Wyoming and the University of Wyoming Foundation for the Office of Industry and Strategic Partnerships.



## Background for the Office of Industry and Strategic Partnerships

The University of Wyoming launched the Office of Industry and Strategic Partnerships in January 2024. Created through a collaboration between the UW Research and Economic Development Division (REDD) and the UW Foundation, the office is designed to build strong connections between academia and industry that drive innovation and generate economic impact across Wyoming and beyond. Serving as a central hub, it provides a formal structure for advancing this work whether through research and development, philanthropic engagement, or student opportunities.

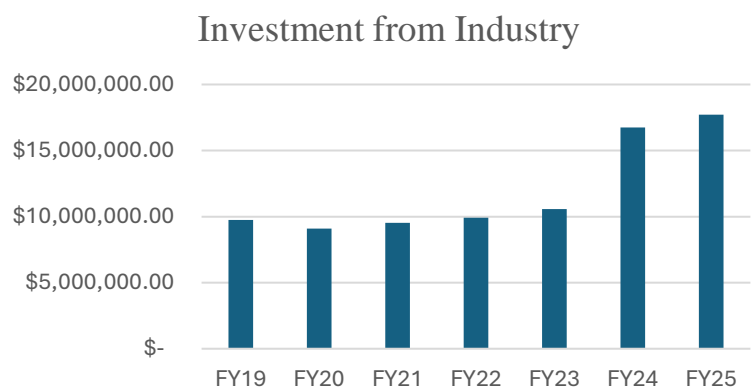
The original press release announced an interim executive director and outlined a structure with two focus areas—industry and strategic partnerships (including government, agencies, community colleges, and organizations)—each led by a senior director.

In February 2025, the person leading the strategic partnerships departed, and the position was not refilled. Since then, the office has concentrated exclusively on industry partnerships, serving as the primary contact for companies interested in working with UW and helping campus partners navigate those relationships. VPRED took over responsibilities to strengthen the strategic partnerships with other entities. The industry focus has made collaboration easier and led to stronger industry investments in UW activities. Although the office structure is new, Angela Ver Ploeg, the UW Foundation’s senior director for Corporate Engagement, has been leading corporate-focused work since 2021 and now directs the office.

UW first began exploring the idea of a corporate/industry office in 2023. Building on the strong corporate engagement work already underway at the UW Foundation, REDD created a dedicated budget for the office, which included two new positions. These roles, an associate director of Industry Engagement and an Industry Engagement coordinator, were hired in fall 2024. While employees of REDD, they are physically housed in the UW Foundation office and functionally report to the senior director of Corporate Engagement.

With a stronger focus on industry engagement, UW has seen steady growth in both philanthropic support and research collaborations. With added staff and resources, these results are expected to increase significantly. By integrating resources and streamlining collaboration, OISP provides a coordinated approach to expanding relationships and attracting private investment across industries.

*With an evolved office structure and processes now in place, the attached Memorandum of Understanding seeks to formalize this collaboration.*





# UNIVERSITY OF WYOMING FOUNDATION

## MEMORANDUM OF UNDERSTANDING BETWEEN THE UNIVERSITY OF WYOMING AND THE UNIVERSITY OF WYOMING FOUNDATION

1. **Parties.** This Memorandum of Understanding (hereinafter “MOU”) is made and entered into by and between the University of Wyoming (“University”), by and through the Research and Economic Development Division, (“REDD”) and between the University of Wyoming Foundation, (the “Foundation”) a Wyoming nonprofit corporation (each, a “Party,” and collectively, the “Parties”).
2. **Purpose.** This MOU outlines the terms and conditions under which REDD and the Foundation will work in partnership on the responsibilities of the University’s Office of Industry and Strategic Partnerships (“OISP”).

OISP will engage internal and external stakeholders and potential partners to create value for the University and the State of Wyoming to pursue a variety of goals and interests including advancing the University’s research mission; increasing industry and corporate collaborations; developing research relationships with strategic research partners (government agencies, national labs, and other research institutions); securing philanthropic support for students, faculty or programs; and identifying experiential and employment opportunities for students, among various other objectives.

3. **Term.** This MOU shall commence upon July 1, 2025, and shall remain in full force and effect until June 30, 2030. Either Party may terminate this MOU without cause, upon thirty (30) days prior written notice. Termination of this MOU shall not relieve a Party from its obligations incurred prior to the termination date.

#### 4. **Responsibilities of REDD:**

As a service organization to the faculty, staff, and students of the University with the goal of enhancing the research missions of individuals and various units within the University, REDD will:

- A. Provide personnel for OISP including the positions of Associate Director of Industry Engagement, Industry Engagement Coordinator, and other positions as determined by REDD;
  - i. The Associate Director of Industry Engagement and the Industry Engagement Coordinator will have access to the Foundation’s database of record (CRM Advance) and other OISP CRMs as well as Foundation service teams including Advancement Services, Administrative Services, and Marketing and Communications.



- ii. The Associate Director of Industry Engagement and the Industry Engagement Coordinator will be included in Foundation staff activities and events (e.g., strategy discussions, meetings, trainings, and professional development, and celebrations).
- B. Perform the entry and record-keeping in Human Capital Management (HCM) and Human Resources (HR) for the Associate Director of Industry Engagement and Industry Engagement Coordinator;
- C. Allocate funding for compensation and benefits for the Associate Director of Industry Engagement and Industry Engagement Coordinator; and
- D. Provide supplemental compensation for the Senior Director of Corporate Engagement position, with an initial allocation of up to \$15,000.00 in annual support.

## **5. Responsibilities of the Foundation:**

The Foundation is committed to supporting University initiatives and projects that align with its mission of advancing the University's excellence by securing private resources, promoting innovative programs, and fostering meaningful relationships. In furtherance of that purpose, the Foundation will:

- A. Provide personnel for OISP through the following positions: Senior Director of Corporate Engagement and Student Interns.
  - i. The Senior Director of Corporate Engagement will liaise within OISP and across the University to develop and foster industry partnerships.
- B. Provide compensation and benefits for the Senior Director of Corporate Engagement and compensation for Student Interns;
- C. Provide the Senior Director of Corporate Engagement, Associate Director of Industry Engagement and Industry Engagement Coordinator with budget funding for travel, entertainment, cellular service reimbursement, and the use of Foundation fleet vehicles; and (*See Exhibit A. Table 1 for a more detailed breakdown of responsibilities and processes.*)
- D. Provide an entertainment budget, in an amount to be determined annually, to support the Vice President of REDD's activities.

## **6. Joint Responsibilities**

- A. A collaborative venture between UW's Research and Economic Development Division and the UW Foundation, the Office of Industry and Strategic Partnerships



is intended to create mutually beneficial relationships through philanthropy, research, education, and outreach.

The Office of Industry and Strategic Partnerships connects companies to the University to create meaningful partnerships. These partnerships promote opportunities for University faculty and subject-matter experts; foster cutting-edge research; direct curricula and experiential learning; enhance graduate hiring; and generate investment to support the university. REDD and the UW Foundation jointly support this initiative through strategic funding and resources as outlined in this document.

## 7. Specific Provisions.

- A. **Hiring.** All hiring decisions for the Associate Director of Industry Engagement the Industry Engagement Coordinator, and any future positions will be performed jointly between REDD and the Foundation.
- B. **Performance and Annual Review.** Activity and performance metrics for the Associate Director of Industry Engagement, the Industry Engagement Coordinator, and any future positions are to be determined jointly by REDD and the Foundation.

As the functional supervisor, the Senior Director of Corporate Engagement will monitor activity and performance metrics and draft performance reviews, with input from the Vice President of REDD or their designee, for the Associate Director of Industry Engagement and the Industry Engagement Coordinator. Final submission of these reviews into HCM will be completed by staff designated by the Vice President of REDD. All personnel performance decisions will be made by the Senior Director of Corporate Engagement in consultation with the Vice President of REDD or their designee.

The Foundation shall solely determine and review activity and performance metrics for the Senior Director of Corporate Engagement, with the Foundation executing these respective duties mindful of OISP's purpose, responsibilities, and objectives.

## 8. General Provisions

- A. **Amendments.** Either Party may request changes in this MOU. Any changes, modifications, revisions or amendments to this MOU which are mutually agreed upon shall be incorporated by written instrument, executed and signed by all Parties to this MOU.
- B. **Applicable Laws/Equal Employment Opportunity.** 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





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Act of 1990. The University is committed to equal opportunity for all persons in all facets of the University's operations and is an Equal Opportunity/Affirmative Action employer. The University will provide all applicants for admissions, employment and all University employees with equal opportunity without regard to race, gender, religion, color, national origin, disability, age, protected veteran status, sexual orientation, genetic information, gender identity, creed, ancestry, political belief, any other applicable protected category, or participation in any protected activity. The University ensures non-discriminatory practices in all matters relating to its education programs and activities and extends the same non-discriminatory practices to recruiting, hiring, training, compensation, benefits, promotions, demotions, transfers, and all other terms and conditions of employment.

- C. **Assignment.** Without prior written consent of the other Party, neither Party may assign this MOU. This MOU shall inure to the benefit of, and be binding upon, permitted successors and assigns of the Parties.
- D. **Availability of Funds.** Any Payment by the University as applicable under this MOU 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 MOU 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 this MOU to acquire similar services from another Party.
- E. **Confidentiality.** Both Parties shall maintain the confidentiality of any proprietary or sensitive information shared during this Agreement.
- F. **Entirety of MOU.** This MOU represents the entire and integrated MOU between the Parties and supersedes all prior negotiations, representations and MOUs, whether written or oral.
- G. **Governmental Claims.** Any actions or claims against the University under this MOU must be in accordance with and are controlled by the Wyoming Governmental Claims Act, W.S. 1-39-101 et seq. (1977) as amended.
- H. **Interpretation.** The construction, interpretation and enforcement of this MOU 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 MOU and over the Parties, and the venue shall be the Second Judicial District, Albany County, Wyoming.
- I. **Notices.** All notices and other correspondence related to this MOU shall be in writing and shall be effective when delivered by: (i) certified mail with return receipt, (ii) hand



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delivery with signature or delivery receipt provided by a third party courier service (such as FedEx, UPS, etc.), (iii) fax transmission if verification of receipt is obtained, or (iv) email with return receipt, to the designated representative of the Party as indicated below. A Party may change its designated representative for notice purposes at any time by written notice to the other Party. The initial representatives of the Parties are as follows:

**To REDD:**

Office of Research and Economic Development  
Attn: Vice President Research and Economic Development  
1000 E. University Ave Dept #3355  
Laramie, WY 82071-2000

A copy of any notice concerning a breach, alleged breach, or dispute arising under this Agreement shall also be sent to:

**Office of the General Counsel**

Department 3434  
1000 E. University Avenue  
Laramie, Wyoming 82071-2000

**To Foundation:**

Marian H. Rochelle Gateway Center  
Attn: Vice President Institutional Advancement & UW Foundation President/CEO  
222 South 22<sup>nd</sup> Street  
Laramie, WY 82070

- J. **Notification of Changes.** Either Party may propose the addition of new personnel or changes to the titles of existing personnel mentioned in this Agreement. Such proposals must be communicated in writing to the other Party at least 30 days in advance of the intended change.
- K. **Prior Approval.** This MOU shall not be binding upon either Party unless this MOU has been reduced to writing before performance begins as described under the terms of this MOU, and unless this MOU is approved as to form by the Office of General Counsel.
- L. **Severability.** Should any portion of this MOU be judicially determined to be illegal or unenforceable, the remainder of the MOU shall continue in full force and effect.
- M. **Sovereign Immunity.** The University does not waive its sovereign or governmental immunity by entering into this MOU, and fully retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this MOU.





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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 MOU shall not be construed so as to create such status. The rights, duties and obligations contained in this MOU shall operate only between the Parties to this MOU and shall inure solely to the benefit of the Parties to this MOU. The provisions of this MOU are intended only to assist the Parties in determining and performing their obligations under this MOU. The Parties to this MOU intend and expressly agree that only Parties signatory to this MOU shall have any legal or equitable right to seek to enforce this MOU, to seek any remedy arising out of a Party's performance or failure to perform any term or condition of this MOU, or to bring an action for the breach of this MOU.

O. **Legal Authority.** Each Party to this MOU warrants that it possesses the legal authority to enter into this MOU 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 MOU and to bind it to its terms. The person(s) executing this MOU on behalf of a Party warrant(s) that such person(s) have full authorization to execute this MOU.

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

## APPROVED BY:

UNIVERSITY OF WYOMING FOUNDATION

By: \_\_\_\_\_  
 Name: John Stark  
 Title: President/Chief Executive Officer

By: \_\_\_\_\_  
 Name: Doug Stark  
 Title: Chair, UW Foundation Board of Directors

UNIVERSITY OF WYOMING

By: \_\_\_\_\_  
 Name: Ed Seidel  
 Title: President, University of Wyoming



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

Name: Parag Chitnis

Title: Vice President, Research and Economic Development, University of Wyoming



**Exhibit A**  
**Table 1**

<b>Expense Type</b>	<b>Responsible Party</b>	<b>Payment Mechanism Preferences</b>	<b>Other agreed-upon expectations and/or process</b>
Office space, office phones, computer equipment, and office supplies	Foundation: Senior Director of Corporate Engagement, Associate Director of Industry Engagement, and Industry Engagement Coordinator		
Mobile communication	Foundation: Senior Director of Corporate Engagement, Associate Director of Industry Engagement, and Industry Engagement Coordinator		For Associate Director Industry Engagement and Industry Engagement Coordinator, REDD will initiate process for employee mobile reimbursement; Foundation will provide account string for funding
Meals with alcohol	Foundation: Alcohol REDD: Food	Foundation corporate card (Note: with the exception of alcohol purchases, the University procurement card is preferred method of payment for Associate Director of Industry Engagement and Industry Engagement Coordinator)	Foundation will invoice REDD OISP budget for non-alcoholic meal portion
Foundation fleet vehicles	Foundation: Senior Director of Corporate Engagement, Associate Director of Industry Engagement, and Industry Engagement Coordinator		Foundation fleet vehicles will be covered by UWF's insurance at no expense to REDD