

# Experiential Learning Sponsor Agreement



Sponsor	Teton County
Project	BYU-I Cyber Security Analysis
Project Dates	August 2024 - Ongoing
Sponsor's Representative	Russ Barnum
	Teton County
	rbarnum@tetoncountyidaho.gov
BYUI's Representative	Greg Roach - Dean
	BYU-Idaho
	208-496-7643 roachg@byui.edu

This Experiential Learning Sponsor Agreement (this “**Agreement**”) is between Sponsor and Brigham Young University—Idaho, a Utah nonprofit corporation and institution of higher education (“**BYUI**”).

### Background

- A. BYUI desires to provide its students with an experiential learning experience through work on the Project for Sponsor; and
- B. Sponsor desires access to the services described in this Agreement and to provide BYUI’s students with an experiential learning experience.

Accordingly, the parties agree as follows:

### Terms of Agreement

- 1. **Definitions.** Each term defined in the preamble and elsewhere in this Agreement has its assigned meaning.
- 2. **Effective Date.** This Agreement is effective on the date that the last party signs and delivers this Agreement as indicated by the date stated under that party’s signature line. Either party may terminate this Agreement at any time for any reason with written notification to the other party.
- 3. **Project.** BYUI and Sponsor shall collaborate on the Project which is described more fully in Project Description Schedule, which also provides a listing of BYUI students, faculty, and staff who will be associated with and provide services for the Project (the “**BYUI Project Team**”).
- 4. **Intellectual Property and Confidentiality.**
  - 4.1 **Intellectual Property Ownership.** Excluding any pre-existing work product or materials of BYUI, Sponsor is and will be the sole and exclusive owner of all right, title, and interest throughout the world in and to all the work product of any nature whatsoever developed by members of the BYUI Project Team while working on the Project (“**Work Product**”), including all patents, copyrights, trademarks, trade secrets, know-how, confidential or proprietary information, and

other intellectual property rights (collectively “**Intellectual Property Rights**”). The Work Product is hereby deemed “work made for hire” as defined in 17 U.S.C. § 101 for Sponsor. If, for any reason, any Work Product does not constitute “work made for hire,” BYUI hereby irrevocably assigns to Sponsor, for no additional consideration, BYUI’s entire right, title, and interest throughout the world in and to the Work Product, including all Intellectual Property Rights therein. To the extent any copyrights are assigned under this Section, BYUI hereby irrevocably waives in favor of Sponsor, to the extent permitted by applicable law, any and all moral rights that might otherwise accrue with respect to any Work Product.

**4.1.1** To the extent that any of BYUI’s pre-existing work product or materials are incorporated in or combined with, or otherwise necessary for the use or exploitation of any Work Product, BYUI retains ownership of the same but hereby grants to Sponsor an irrevocable, worldwide, perpetual, royalty-free, non-exclusive license to use, publish, reproduce, perform, display, distribute, modify, prepare derivative works based upon, sell, offer to sell, import, and otherwise exploit such preexisting materials and derivative works as needed for the Work Product and for no other purpose. Sponsor may assign, transfer, and sublicense such rights to others without BYUI’s approval.]

**4.2 Confidentiality.** BYUI shall take reasonable measures to preserve the confidentiality of proprietary information, patents, or other intellectual property that Sponsor, or a third-party collaborator, may provide to the Project and that is identified by Sponsor as confidential (“**Confidential Information**”), including informing members of the BYUI Project Team of the need to maintain the confidentiality of Confidential Information and, individually sign confidentiality agreements. As part of normal educational activities, members of the BYUI Project Team may discuss, analyze, and present Confidential Information internally with other members of the BYUI Project Team. Nothing in this Agreement prevents members of the BYUI Project Team from presenting or publishing to others information about the Project that is not Confidential Information under this Agreement. To the extent that members of the BYUI Project Team desire to present or publish Confidential Information to others, they must first secure written approval from Sponsor, such approval not to be unreasonably withheld.

**5. BYUI’s Name and Trademarks.** Sponsor shall not use BYUI’s name or trademarks or any adaptation thereof, or the names of any of BYUI’s officers, employees or agents, in any advertisement, promotion, sales literature, or otherwise without express prior written consent from BYUI for each individual usage.

**6. WARRANTY DISCLAIMER AND WAIVER OF CLAIMS AND INDEMNITY.** SPONSOR UNDERSTANDS AND AGREES THAT THE PROJECT IS PART OF **AN EDUCATIONAL PROGRAM DESIGNED TO PROVIDE STUDENTS MEANINGFUL EXPERIENCE.** BECAUSE STUDENTS ARE RESPONSIBLE FOR THE WORK ON THE PROJECT, ALL WORK PROVIDED BY THE BYUI PROJECT TEAM IS ACCEPTED BY SPONSOR “AS IS” **WITHOUT ANY REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, ORAL OR WRITTEN, AND BYUI DOES HEREBY DISCLAIM ANY SUCH REPRESENTATION OR WARRANTY.** FURTHER, WHEREAS THIS AGREEMENT CONTEMPLATES THE PROVISION OF CYBER SECURITY ANALYSIS SERVICES, **SPONSOR SPECIFICALLY ACKNOWLEDGES THAT THESE SERVICES ARE NOT A SUBSTITUTE FOR PROFESSIONAL CYBER SECURITY MONITORING OR ANALYSIS AND MAY NOT BE RELIED ON AS SUCH.** CONSEQUENTLY, SPONSOR HEREBY WAIVES ANY AND ALL CLAIMS AGAINST BYUI AND THE MEMBERS OF THE BYUI PROJECT TEAM (COLLECTIVELY AND INDIVIDUALLY) ARISING OUT OF THE ACTS OR OMISSIONS OF THE BYUI PROJECT TEAM, OR SPONSOR’S RELIANCE ON THE SERVICES OR INFORMATION FURNISHED BY THE BYUI PROJECT TEAM.

**7. Limitations of Liability.** In no event will either party be liable to the other for any special, incidental, punitive, indirect, exemplary or consequential damages whatsoever (including without limitation,

damages for loss of business profits or revenue, business interruption, and loss of business information) arising out of or related to this Agreement whether in tort (including negligence), contract or any other legal theory, even if the party has been advised of the possibility of such damages. Notwithstanding the foregoing, any liability arising from this Agreement, including attorney fees, shall not exceed the amount of the Grant.

## 8. Miscellaneous.

- 8.1 Assignment and Delegation.** No benefit inuring to either party under this Agreement may be assigned, and no duty imposed on either party may be delegated, without the prior written consent of the other party. A purported assignment or purported delegation in violation of this section is void.
- 8.2 Independent Contractors.** The parties agree that they are independent contractors and nothing in this Agreement may be deemed to establish a joint venture, partnership, agency, or employment relationship between the parties. Neither party has the right or authority to assume or create any obligation or responsibility on behalf of the other.
- 8.3 No Government Contractor Status.** Under no circumstances may BYU be deemed a Federal or State Government contractor or subcontractor by virtue of this agreement.
- 8.4 Student Resume Listing.** Sponsor agrees that, notwithstanding the independent contractor relationship, BYU students participating as members of the BYU Project Team may list their participation in the Project as “BYU—Idaho Cyber Security Analyst for Teton County.”
- 8.5 Severability.** If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, that provision is severed from the Agreement, and the remaining provisions remain in effect if the essential business and legal provisions remain valid, binding, and enforceable.
- 8.6 Notices.** Except as otherwise indicated, notices to be given under this Agreement are sufficient if given in writing by personal delivery, certified or registered mail, or electronic mail addressed to the other party’s representative designated on the first page of this Agreement. Such notices are deemed to have been given on the day when actually received by the party to whom the notice is given.
- 8.7 Governing Law and Submission to Jurisdiction and Venue in Idaho.** The laws of the State of Idaho, without giving effect to its conflicts of law principles, and the laws of the United States, govern all matters arising under and relating to this Agreement, including torts. The parties submit to the jurisdiction of and venue in the federal and state courts located within the State of Idaho and any legal action arising out of or related to this Agreement, including torts, must be initiated exclusively in the federal courts of the United States located in Idaho, or the courts of the State of Idaho located in Madison County.
- 8.8 Force Majeure.** Delay in performance or nonperformance in whole or in part by a party is not a breach of this Agreement if the delay or nonperformance is not the result of the defaulting party’s intentional or negligent acts or omissions but results from causes, whether foreseeable or not foreseeable, beyond the reasonable control of the nonperforming party such as, but not limited to war, flood, lightning, drought, earthquake, fire, volcanic eruption, landslide, hurricane, cyclone, typhoon, tornado, explosion, civil disturbance, act of God or the public

enemy, terrorist act, military action, epidemic, famine or plague, government action, or industry-wide, region-wide or nationwide strike or other labor difficulty.

**8.9 Entire Agreement.** This Agreement constitutes the final and exclusive agreement between the parties on the matters contained in this Agreement. All earlier and contemporaneous negotiations and agreements between the parties on the matters contained in this Agreement, whether written or oral, are expressly merged into and superseded by this Agreement. This Agreement cannot be amended except by a writing signed by authorized representatives of both parties.

**8.10 Counterparts and Electronic Signatures.** This Agreement may be executed and delivered in any number of counterparts, each of which so executed and delivered is deemed to be an original and all of which constitute one and the same instrument. Documents executed, scanned, and transmitted electronically, and electronic signatures are deemed original for purposes of this Agreement and all matters related thereto, with such scanned and electronic signatures having the same legal effect as original signatures.

To evidence the parties' agreement to this Agreement, each party has executed and delivered it on the date indicated under that party's signature.

**Teton County**

\_\_\_\_\_  
Cindy Riegel, BOCC Chair

\_\_\_\_\_  
Michael Whitfield, Commissioner

\_\_\_\_\_  
Bob Heneage, Commissioner

Dated: \_\_\_\_\_

ATTEST: \_\_\_\_\_

**Brigham Young University—Idaho**

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

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

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

Dated: \_\_\_\_\_

## Project Description Schedule

Description of the Project	Security Operations Center – Students and Faculty working with Teton County to provide an educational experience for students by assisting in monitoring security events.
Grant Amount	No Grant or Funds will be exchanged as part of this agreement.
BYUI Responsibilities	Collaborate with Teton County, weekly reporting on low risk concerns and immediate notification of high risk concerns. Teton County shall retain all decision-making authority regarding reported concerns.
Sponsor Responsibilities	Collaborate with BYU-Idaho Faculty and Students
Deadlines	No deadlines
BYUI Project Team	Steven Rigby—Project lead with assistance from the Faculty of the Computer Science and Engineering Department, and all BYU-Idaho Students working under their direction/supervision.