**University of Wisconsin-Madison**

**Standard Research Agreement**

This research Agreement (Agreement) is entered into on \_\_\_\_\_\_\_\_\_\_\_ between the Board of Regents of the University of Wisconsin System on behalf of the University of Wisconsin-Madison (University), a public educational institution of the State of Wisconsin, and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Sponsor).

Whereas, the research program contemplated by this Agreement is of mutual interest and benefit to the University and to the Sponsor, and will further the University's instructional and research objectives in a manner consistent with its status as a non-profit, tax-exempt, educational institution, the parties agree as follows:

**1. Statement of Work**

The Sponsor desires to have the University undertake a research project entitled "\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_" (Research Project) in accordance with the scope of work described in Attachment A). The University agrees to use reasonable effort to perform the Research Project. The Sponsor acknowledges that the University makes no expressed or implied warranties for results of the Research Project.

**2. Principal Investigator**

The Research Project will be supervised by \_\_\_\_\_\_\_\_\_\_\_\_\_ (Principal Investigator). If for any reason this individual is unable to continue to serve as principal investigator and a successor acceptable to both the University and the Sponsor is not available, this Agreement shall be terminated as provided in Article 6.

**3. Period of Performance**

This Research Project will be conducted during the period \_\_\_\_\_\_\_\_\_\_\_\_ through \_\_\_\_\_\_\_\_\_\_\_ and may be extended by mutual Agreement of the parties.

**4. Project Costs**

The University shall be paid by the Sponsor for all direct and indirect costs incurred in connection with the Research Project up to the amount of $\_\_\_\_\_\_\_(U.S. Dollars) as detailed in Attachment B. While it is estimated that this amount is sufficient to conduct the Research Project, the University may submit to the Sponsor a revised budget requesting additional funds. The Sponsor is not liable for any cost in excess of the amount specified in Attachment B without written authorization from the Sponsor.

**5. Payment Schedule**

Invoices shall be submitted to:

􀀀 **Option A**:

This is a fixed-price agreement. Upon execution of this Agreement, the University will submit an invoice for full payment due within thirty (30) days from receipt of the invoice.

􀀀 **Option B**:

This is a fixed-price agreement. Upon execution of this Agreement, the University will submit invoices in accordance with the following payment schedule:

* 60% upon execution of this Agreement,
* 30% \_\_\_\_\_\_\_ days from the start date of the Research Project, and
* 10% thirty (30) days after the period of performance ends, or after termination of this Agreement.

Payment is due within thirty (30) days from receipt of the invoice.

􀀀 **Option C**

This is a cost-reimbursable agreement. The University will submit invoices on a quarterly basis in accordance with the general budget categories described in Attachment B. Payments are due within thirty (30) days from receipt of the invoice.

Checks shall be made payable to the Board of Regents of The University of Wisconsin System (ID

#39-6006492) and sent to:

**Regular Mail (does not accept FedEx and UPS):**

University of WIS - Lockbox

Box 78538

Milwaukee, WI 53278-8538

**Overnight Mail (accepts FedEx and UPS):**

University of WIS

Box 78538

C/O US Bank Wholesale Lockbox

MK-WI-TCWL

777 E. Wisconsin Avenue

Milwaukee, WI 53202

For identification purposes, each payment shall include the invoice number and award number as referenced on the invoice.

**6. Termination**

Performance under this Agreement may be terminated by either party upon sixty (60) days written notice to the other. Upon termination, the University will be reimbursed for all allowable costs and non-cancelable commitments incurred in the performance of the Research Project but not yet paid for.

In the event a party breaches or defaults in any of the terms or conditions of this Agreement, the other party can provide the breaching or defaulting party with written notice that the breaching or defaulting party has thirty (30) days to remedy the breach or default. If the party fails to remedy such breach or default, the party giving notice may, at its option and in addition to any other remedies which it may have at law or in equity, terminate this Agreement by sending notice of termination in writing to the other party, and such termination shall be effective as of the date of the receipt of such notice.

**7. Intellectual Property**

Ownership of inventions conceived and reduced to practice in the performance of the Research Project will follow inventorship which will be determined according to U.S. patent laws. University will disclose such inventions to Sponsor which Sponsor will hold in confidence so as to not affect the patentability of such inventions. Sponsor may negotiate a license to University’s interest in such inventions to the extent such rights are available at the time of Sponsor’s request.

**8. Publication**

The University and its employees have the right, at their discretion, to release information or to publish any data, writings, or material resulting from the Research Project or to use such in any way for its educational and research purposes. The University shall furnish the Sponsor with a copy of any proposed publication in advance of the proposed publication date and grant the Sponsor thirty (30) days for review and comment. Such delay shall not, however, be imposed on the filing of any student thesis or dissertation.

**9. Publicity**

The parties will mutually agree on any press releases or other publicity relating to the Research Project.

**10. Reports**

The University shall furnish to the Sponsor periodic letter reports during the term of this Agreement summarizing the research being conducted. A final report setting forth the accomplishments and significant research findings shall be prepared by the University and submitted to the Sponsor within ninety (90) days after the expiration of this Agreement.

**11. Proprietary Data**

The parties will exercise reasonable effort to maintain in confidence proprietary or trade-secret information disclosed or submitted to the other party that is designated in writing as confidential information at the time of disclosure (Confidential Information). Confidential Information does not include information which:

* is available in the public domain or becomes available to the public through no act of the receiving party; or
* is independently known prior to receipt thereof or is discovered independently by an employee of the receiving party who had no access to the information supplied by the disclosing party under this Agreement; or
* is made available to the receiving party as a matter of lawful right by a third party; or
* is required to be disclosed by applicable law.

The University retains the right to refuse to accept Confidential Information that is not considered to be essential to the completion of the Research Project. The obligations under this paragraph shall survive and continue for one (1) year after this Agreement ends.

**12. Liability**

The Sponsor agrees to hold the University, its officers, employees, or agents, harmless from any loss, claim, damage, or liability of any kind involving an officer, employee, or agent of the Sponsor arising out of or in connection with this Agreement, except to the extent that such loss, claim, damage, or liability is founded upon or grows out of the acts or omissions of any of the officers, employees, or agents of the University while acting within the scope of their employment where protection is afforded by Wis. Stat. §§ 893.82 and 895.46(1).

**13. Warranties**

THE UNIVERSITY MAKES NO WARRANTIES, EXPRESSED OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE CONDITION OF THE RESEARCH PROJECT OR ANY INVENTION(S) OR PRODUCT(S), WHETHER TANGIBLE OR INTANGIBLE, CONCEIVED, DISCOVERED, OR DEVELOPED UNDER THIS AGREEMENT; OR THE OWNERSHIP, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE RESEARCH PROJECT OR ANY SUCH INVENTION OR PRODUCT.

**14. Equipment**

Equipment, supplies, and materials purchased or produced under this Agreement shall be owned by the University.

**15. Assignment**

Neither party may assign this Agreement to another without the prior written consent of the other party; however, the Sponsor may assign this Agreement to a successor in ownership of all or substantially all its business assets, provided that such successor expressly assumes in writing the obligation to perform in accordance with the terms and conditions of this Agreement. Any other purported assignment shall be void.

**16. Independent Inquiry**

Nothing in this Agreement shall be construed to limit the freedom of researchers who are participants in this Agreement, whether paid under this Agreement or not, from engaging in similar research inquiries made independently under other grants, contracts or agreements with parties other than the Sponsor.

**17. Independent Contractor**

In the performances of all services under this Agreement:

* each party and its personnel shall be deemed to be and shall be an independent contractor and, as such, shall not be entitled to any benefits applicable to employees of the other party; and
* neither party is authorized or empowered to act as agent for the other for any purpose and shall not on behalf of the other enter into any contract, warranty, or representation as to any matter. Neither party shall be bound by the acts or conduct of the other.

**18. Insurance**

The University warrants and represents that it has adequate liability coverage applicable to officers, employees, and agents while acting within the scope of their employment by the University. The University has no liability insurance policy that can extend protection to any other person.

**19. Notices**

Notices and communications are deemed made if sent to the party to receive such notice or communication at the address given below, or such other addresses as may be designated by notice in writing.

***If to the Sponsor:***

**Sponsor Technical Matters:**

**Sponsor Administrative Matters:**

***If to the University:***

**University Technical Matters:**

**University Administrative Matters:**

Research and Sponsored Programs

21 N Park Street, Suite 6301

Madison, WI 53715

preaward@rsp.wisc.edu

(608) 262-3822

**20. Governing Law**

This Agreement shall be governed by the laws of the State of Wisconsin.

**21. Counterparts and Facsimile**

This Agreement may be executed in any number of counterparts, each of which is deemed to be an original, but which together shall constitute but one instrument. This Agreement shall be considered accepted once it has been executed by both parties. A signature delivered by facsimile or electronic means will be considered binding for each party.

**22. Force Majeure**

Neither party shall be responsible for any inability or failure to comply with the terms of this Agreement due to causes beyond its control and without the negligence or malfeasance of such party. These causes shall include, but not be restricted to: fire, storm, flood, earthquake, explosion, acts of the public enemy, war, rebellion, insurrection, mutiny, sabotage, epidemic, pandemic, quarantine restrictions, labor disputes, embargoes, acts of God, acts of the United States or any other government, including the failure of any government to grant export or import licenses or permits.

**23. Entire Agreement**

This Agreement embodies the entire understanding between the University and the Sponsor for this Research Project, and any prior or contemporaneous representations, either oral or written, are superseded. No amendments or changes to this Agreement, including without limitation, changes in the statement of work, total estimated cost, and period of performance, shall be effective unless made in writing and signed by authorized representatives of the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement by proper persons duly authorized.

**Sponsor** **Board of Regents of the**

**University of Wisconsin System**

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

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

Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Attachment A – Scope of Work

Attachment B - Budget