

**University of Wisconsin-Madison
Standard Research Agreement**

This research agreement is entered into on _____ between the Board of Regents of the University of Wisconsin System on behalf of the University of Wisconsin-Madison, a public educational institution of the State of Wisconsin, hereinafter referred to as "the University," and _____, a existing under the laws of the State of _____, hereinafter referred to as "the 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.

Now therefore, the parties hereto agree as follows:

1. Statement of Work

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

2. Principal Investigator

The research will be supervised by _____ ("Principal Investigator"). If for any reason he/she 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 will be conducted during the period _____ through _____ and may be extended by mutual agreement of the parties.

4. Reimbursement of Costs

The University shall be reimbursed by the Sponsor for all direct and indirect costs incurred in connection with the Research up to the amount of \$_____ (Budget is attached as Exhibit B). While it is estimated that this amount is sufficient to conduct the Research, 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 herein without written authorization from the Sponsor.

5. Payment Schedule

The University will submit invoices in accordance with exhibit 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:

UW-Madison GAR Account
Research and Sponsored Programs
Drawer 538
Milwaukee, WI 53278-0538

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

6. Termination

Performance under this Agreement may be terminated by the Sponsor upon sixty (60) days written notice; performance may be terminated by the University if circumstances beyond its control preclude continuation of the Research. Upon termination, the University will be reimbursed for all costs and non-cancelable commitments incurred in the performance of the Research and not yet paid for, such reimbursement together with other payments not to exceed the total estimated project cost specified in Article 4.

In the event that either party hereto shall commit any breach of or default in any of the terms or conditions of this Agreement, and also shall fail to remedy such default or breach within thirty (30) days after receipt of written notice thereof from the other party hereto, 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 to such effect, and such termination shall be effective as of the date of the receipt of such notice.

7. Intellectual Property Rights

Unless otherwise specifically provided, the Sponsor does not obtain any rights in intellectual property created or developed under this Agreement.

8. Publication

The University and its employees shall have the right, at their discretion, to release information or to publish any data, writings, or material resulting from the Research 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. Consultation

Selected personnel of the Sponsor, designated by the Sponsor to the University, shall have the right to confer with the Principal Investigator and his/her associates for such reasonable periods and at such times as are mutually convenient.

10. Publicity

The Sponsor shall not use the name of the University, nor any member of the University's staff in connection with any products, promotion, or advertising without the prior written approval of the University.

11. 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.

12. Proprietary Data

Unless otherwise required by law, the University will exercise reasonable effort to maintain in confidence proprietary or trade-secret information disclosed or submitted to the University by the Sponsor that is designated in writing as confidential information at the time of disclosure ("Confidential Information"). Confidential Information does not include information which:

- is generally available in the public domain or becomes available to the public through no act of the University; or
- is independently known prior to receipt thereof or is discovered independently by an employee of the University who had no access to the information supplied by the Sponsor under this Agreement; or
- is made available to the University as a matter of lawful right by a third party.

The University retains the right to refuse to accept any such information, which is not considered to be essential to the completion of the Research. The obligations of the University under this paragraph shall survive and continue for one (1) year after this Agreement ends.

13. 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 ss. 893.82 and 895.46(1), Wis. Stats.

14. Warranties

THE UNIVERSITY MAKES NO WARRANTIES, EXPRESSED OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE CONDITION OF THE RESEARCH 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 OR ANY SUCH INVENTION OR PRODUCT. The University shall not be liable for any direct, indirect, consequential, special or other damages suffered by any licensee or any others resulting from the use of the Research or any such invention or product.

15. Equipment

Title to any equipment or supplies purchased or manufactured in the performance of the work funded under this Agreement shall vest in the University upon acquisition.

16. Assignment

Neither party shall 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 shall expressly assume in writing the obligation to perform in accordance with the terms and conditions of this Agreement. Any other purported assignment shall be void.

17. 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.

18. 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;

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.

19. Insurance

The University warrants and represents that it has adequate liability coverage, such protection being applicable to officers, employees, and agents while acting within the scope of their employment by the University. The University has no liability insurance policy as such that can extend protection to any other person. Each party hereby assumes any and all risks of personal injury and property damage attributable to the negligent acts or omissions of that party and the officers, employees, and agents thereof.

20. Notices

Notices and communications hereunder shall be deemed made if given by registered or certified envelope, postage prepaid, and addressed to the party to receive such notice, invoice, or communication at the address given below, or such other addresses as may hereafter be designated by notice in writing.

If to Sponsor:

Technical Matters:

Administrative Matters:

Contact Name

Contact Name

Address

Address

City, State, Zip

City, State, Zip

If to the University:

Technical Matters:

Administrative Matters:

Name

Research and Sponsored Programs
21 N Park Street, Suite 6401
Madison, WI. 53715

Address

City, State, Zip

21. Governing Law

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

22. Entire Agreement

Unless otherwise specifically provided, this Agreement embodies the entire understanding between the University and the Sponsor for this 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 hereto have executed this Agreement in duplicate by proper persons duly authorized.

(Sponsor Name)

Board of Regents of the University of
Wisconsin System

By _____

By _____

Name _____

Name Diane Barrett

Title _____

Title Assistant Director, Pre-Award Services
Research & Sponsored Programs

Date _____

Date _____