

STANDARD RESEARCH AGREEMENT

This research agreement is entered into on (date) _____ between the Board of Regents of the University of Wisconsin System on behalf of the University of Wisconsin-Platteville, a public educational institution of the State of Wisconsin, hereinafter referred to as “the University,” and _____ a corporation 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 nonprofit, tax-exempt, education 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 therein and hereinafter referred to as “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 _____. 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 \$_____. 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

Payment shall be made to the University by the Sponsor with the first payment of \$_____ (50% required) included when you return this agreement. The balance is due in accordance with Exhibit B. Checks shall be made payable to the University of Wisconsin and sent to:

Accounts Payable
2206 Ullsvik Hall
1 University Plaza
Platteville, WI 53818

6. Termination

The Sponsor upon sixty (60) days written notice may terminate performance under this Agreement; the University may terminate performance 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 of conditions of this Agreement, and also shall fail to remedy such default 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. Patents and Inventions

Except as required under 35 USC 200-212 or other cases where there is a co-mingling of funds which require assignment to the University because of statutory or contracted obligations to a third party, and subject to a right reserved to the Board of Regents of the University of Wisconsin System to make and use any such invention, discoveries, and know-how for educational or research purpose, the University warrants that it shall retain no ownership over any inventions, patentable to otherwise, discoveries, know-how, patents or patent applications in such inventions which are made during and as part of the project being funded under this Agreement. Such ownership rights shall remain the exclusive property of the inventor(s) who is under no obligation to assign said rights to the University, except as set forth above. The sponsor may negotiate a separate agreement with the inventor(s) with regard to access to any existing patents and the disposition of inventions made during and as part of the research.

8. Copyrights

Except as required under regulations relating to copyright or access to data under federal grants and contracts or other cases where there is a co-mingling of funds which require assignments to the University because of statutory or contractual obligations to a third party and subject to a right reserved to the Board of Regents of the University of Wisconsin System to make and use any such materials for educational or research purposes, the University warrants that it shall retain no ownership over any copyright material which results from the project being funded under this Agreement. Such ownership rights shall retain the exclusive

property of the author(s) who is under no obligation to assign said rights to the University, except as set forth above. The Sponsor may negotiate a separate memorandum of understanding with the author(s) with regard to access to such materials.

9. Publication

The University and its employees shall have the right, at their discretion, to release information or to publish any, writing, or material resulting from the research or to use such in any way for its internal 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. Within this period, the Sponsor may request the University, in writing to delay such publication for a maximum of an additional sixty (60) days in order to protect the potential patentability of any invention described therein. Such delay shall not, however, be imposed on the filing of any student thesis or dissertation.

10. 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 associated for such reasonable periods and at such times as are mutually convenient.

11. Publicity

Neither party shall use the name of the sponsor, the University or any member of the University's staff in connection with any products, promotion, or advertising without the prior written approval of the other party. This shall not include internal documents available to the public that identify the existence of the Agreement.

12. 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 sixty (60) days of the expiration of the Agreement.

13. Proprietary Data

Unless otherwise required by law, the University will exercise its best effort to maintain in confidence proprietary or trade secret information disclosed or submitted to the University by the Sponsor, which is designated in writing as confidential information at the time of disclosure.

Confidential information does not include information which at the time of receipt:

- is generally available in the public domain or thereafter becomes available to the public through no act of the University; or

- was independently known prior to receipt thereof or was discovered independently by an employee of the University who had no access to the information supplied by Sponsor under this Agreement; or
- was 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 obligation of the University under this paragraph shall survive and continue for one (1) year after termination of this Agreement.

14. Liability

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

15. 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, delivered, 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 of any such invention or product.

16. Equipment

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

17. 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.

18. 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.

19. Independent Contractor

In the performance of all services hereunder:

- the University 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 Sponsor;
- 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.

20. Insurance

The University warrants and represents that it has adequate liability insurance, 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 risk of personal injury and property damage attributable to negligent acts or omissions of that party and the officers, employees, and agents thereof.

21. 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 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:	If technical matters:	If to University:
_____	_____	Business Affairs
Sponsor's Name	Principal Investigator	Brigham Hall
_____	_____	1 University Plaza
Address	University Address	UW-Platteville
_____	_____	Platteville, WI 53818
_____	_____	
City State Zip	City State Zip	

22. Governing Law

The laws of the State of Wisconsin shall govern this agreement.

23. Entire Agreement

Unless otherwise specified, 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 hereby 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.

(Sponsors Name)

By: _____

Name: _____

Title: _____

Date: _____

University of Wisconsin-Platteville

By: _____

Name: Carol Sue Butts

Title: Provost/Vice Chancellor

Date: _____

By: _____

Robert Cramer, Assistant Chancellor for Administrative Services

The Provost/Vice Chancellor must sign this agreement BEFORE it is sent to the sponsor.

EXHIBIT B

Company Name

Total amount of Contract \$ _____

Amount returned with signed Standard Research Agreement
(50% of contract) \$ _____

Balance due upon completion (50% of contract) \$ _____