

AGREEMENT NUMBER #####  
BETWEEN  
THE BOARD OF REGENTS OF THE  
UNIVERSITY OF WISCONSIN SYSTEM  
AND  
SUB

This Agreement is executed by and between the Board of Regents of the University of Wisconsin System (University) and the **SUB NAME** (Subgrantee).

WHEREAS the University has received an award entitled "**TITLE**" under a grant from the **SPONSOR NAME** (Sponsor); and,

WHEREAS Subgrantee has agreed to perform certain work necessary under the terms of the award;

NOW THEREFORE, it is agreed as follows:

**ARTICLE 1. TECHNICAL DIRECTION**

**PI NAME**, as the Principal Investigator(s) of the University, shall retain the responsibility for technical direction of this project. Any change to the scope of work as set forth in Attachment A must be approved, in writing, by the University.

**ARTICLE 2. KEY PERSONNEL**

The following person(s) are considered to be essential to the work performed hereunder:

**KEY PERSON**

In the event that a Key Person becomes unable or unwilling to continue the Project, the Subgrantee shall notify the University in writing and may propose, in writing, an individual to replace such Key Person. Any replacement of a Key Person must be approved, in writing, by the University. In the event a mutually acceptable replacement is not available, the University shall have the option to terminate the project. The thirty (30) day prior notice provided under ARTICLE 16 is not required for termination by the University under this Article. Such termination will be in writing and the Subgrantee will be reimbursed for documented costs incurred prior to the termination date.

**ARTICLE 3. SCOPE OF WORK**

Unless otherwise specifically provided in this Agreement, the Subgrantee shall supply all of the necessary personnel, equipment, and materials to accomplish the tasks set forth in Attachment A.

**ARTICLE 4. INDEPENDENT CONTRACTOR**

Subgrantee is an independent contractor, not a partner, joint venturer or agent of the University; nor are Subgrantee's employees considered employees of the University for any reason.

## **ARTICLE 5. LIMITATION ON COSTS**

The reimbursable cost, both direct and indirect, of performing the tasks under Article 3. of this Agreement will not exceed \$\$\$\$\$ in United States dollars, as detailed in Attachment B. The University is not, in the absence of a modification, obligated to reimburse the Subgrantee for costs incurred by the Subgrantee which are in excess of the costs specified in this article.

## **Article 6. COST SHARING**

The Subgrantee is responsible for any cost sharing as detailed in Attachment B. Subgrantee is required to report the amount of cost share in its invoices to the University.

## **ARTICLE 7. PERIOD OF PERFORMANCE**

The effective period of this Agreement shall be from 12/01/2011 through 11/30/2012 unless otherwise provided for by modification to this Agreement. No expenses will be reimbursed which are incurred prior to the effective date or subsequent to the termination date unless specifically approved, in writing, by the University.

## **ARTICLE 8. METHOD OF PAYMENT**

- a. The Subgrantee will submit invoices for work done not more often than monthly. The invoice shall reference the agreement number and shall reflect summary detail, by budget category, of the costs incurred. A certified invoice shall be submitted to:

The University of Wisconsin-Madison  
Research and Sponsored Programs  
Attention: ACCOUNTANT  
21 North Park Street, Suite 6401  
Madison, WI 53715

- b. Invoices received from the Subgrantee will be reviewed by the Principal Investigator and the University's Office of Research and Sponsored Programs prior to payment.
- c. The final invoice shall be submitted by the Subgrantee within sixty (60) days of the termination date of this Agreement.
- d. The Subgrantee's Social Security or Tax Identification Number and complete mailing address must be included on all invoices submitted to the University.

## **ARTICLE 9. REBUDGETING**

Rebudgeting between budget categories on the part of the Subgrantee must be in accordance with the policies of the Sponsor (see Attachment C).

#### **ARTICLE 10. AUDIT**

The Subgrantee will maintain adequate financial records, in accordance with generally accepted accounting practices, to clearly and easily identify expenses, to describe the nature of each expense and to establish relatedness to this Agreement. All records related to this Agreement shall be available for audit by the University and/or the Sponsor. The financial records of this Agreement will be retained for a period of three (3) years, with the following qualifications:

- a. Records related to any audit initiated prior to the expiration date shall be retained until the audit findings involving the records have been resolved.
- b. The retention period starts from the date of the submission of the final invoice.

#### **ARTICLE 11. EQUIPMENT ACCOUNTABILITY**

Title to equipment purchased under this Agreement will reside with the Subgrantee.

#### **ARTICLE 12. REPORTS**

The Subgrantee shall submit timely technical reports as agreed upon with the Principal Investigator, including those necessary to fulfill the reporting requirements of the sponsor.

#### **ARTICLE 13. PUBLICATIONS AND COPYRIGHTS**

It is understood that decisions about authorship on all publications resulting from research under this Agreement will be made by the Principal Investigator at the University and the Key Personnel at the Subgrantee, prior to any such publication.

#### **ARTICLE 14. PATENTS AND INVENTIONS**

This Agreement is subject to the Sponsor's policies on patents and inventions.

#### **ARTICLE 15. CIVIL RIGHTS AND EQUAL EMPLOYMENT OPPORTUNITY**

The Subgrantee will comply with Title VI of the Civil Rights Act of 1964, and Section 504 of the Rehabilitation Act of 1973, as amended.

#### **ARTICLE 16. SPONSOR PROVISIONS**

This Agreement is also subject to the terms and conditions of the prime award from the Sponsor (Attachment C). All references in these provisions to the Sponsor should be deemed to mean "University" and references to the "Grantee or Contractor" should be deemed to mean "Subgrantee." However, where there is inconsistency between the Agreement and Attachment C,

this Agreement shall take precedence solely with regard to the Subgrantee's obligations to the University, and only to the extent required by the University.

#### **ARTICLE 17. TERMINATION**

This Agreement may be terminated by either party upon thirty (30) days written notice and in such event, reimbursement will be limited to documented costs incurred prior to termination. Notice of termination shall be given by personal delivery or by certified or registered mail and shall be deemed to be given on the date so delivered.

#### **ARTICLE 18. NOTICES**

Notices, invoices, reports, payments and other communications to either party by the other shall be delivered personally or sent by first class, postage prepaid to the following addresses and shall be deemed given on the date so delivered or deposited in the mail unless otherwise provided herein.

**Subgrantee's address block:**

**Principal Investigator's address block:**

**University's address block:**

The University of Wisconsin-Madison  
Research and Sponsored Programs  
Attention: Tim Duanmu  
21 North Park Street, Suite 6401  
Madison, WI 53715

#### **ARTICLE 19. MISCELLANEOUS**

- a. This Agreement may only be modified or amended by a written agreement signed by an authorized representative of both parties.
- b. This Agreement shall be construed in accordance with the laws of the State of Wisconsin.
- c. Attachments A, B, and C are incorporated into this Agreement.

This Agreement shall be binding upon the parties hereto, their successors and assigns, upon due execution by both parties.

**SUB**

**Board of Regents of the University of  
Wisconsin System**

By \_\_\_\_\_

By \_\_\_\_\_

Name \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_