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 the 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 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
   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.

   This is a fixed-price agreement. Upon execution of this Agreement, the University will submit invoices for payment due within thirty (30) days from the receipt of the invoice in accordance with the following schedule:
   
   60% is due upon execution of the agreement;  
   30% is due _____ days from the start date of the project;  
   10% is due 30 days after the period of performance ends

   The university 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.
The invoices shall be submitted to:

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. **Human Subjects Protections**
    In the event that the Scope of Work involves the use of humans as research subjects, the University will conduct such research in accordance with the written protocol approved by the appropriate Institutional Review Board, applicable law, and the University’s ethical standards.

14. **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.

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, 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.

16. 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.

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 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.

20. 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.

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 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:

Sponsor Technical Matters:
Sponsor Administrative Matters:

If to the University:

Principal Investigator’s address block:

University Administrative Matters:

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

22. Governing Law

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

23. 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.

Signature for: Sponsor
Name _______________________________       Name________________________________
Title________________________________             Title_________________________________
Date _______________________________       Date_________________________________

Signature for: Board of Regents of the University of Wisconsin System
Name_______________________________