

SPONSORED RESEARCH AGREEMENT

This Fixed-Price Sponsored Research Agreement (the "Agreement") is entered into by the Board of Regents of the University of Wisconsin System on behalf of the University of Wisconsin-Milwaukee (the "University") and [REDACTED] (the "Sponsor"), each as "Party" and collectively as "Parties".

In exchange for the promises made in this Agreement, the University and the Sponsor agree as follows:

Statement of Work

The University will perform the project described in Exhibit A (the "Project").

Period of Performance

The Project shall be carried out from [REDACTED] (the "Start Date") through and including [REDACTED] (the "End Date").

Project Director

[REDACTED], the "Project Director," will supervise the Project. If the Project Director is for any reason unable to continue working on the Project, a replacement will be appointed by the University with input from the Sponsor. If a replacement is not available, the Sponsor and University will work together to determine a mutually acceptable resolution of the situation.

Compensation

The Sponsor will pay the University in the amount of \$[REDACTED] (the "Agreement Price"). An invoice shall be submitted using the University's standard invoice. Total payment is due thirty (30) days from receipt.

University shall send invoices to:

Name: [REDACTED]

Address: [REDACTED]

E-mail Address: [REDACTED]

Checks should be made payable to "The University of Wisconsin-Milwaukee" and sent to:

Bursar's Office
University of Wisconsin-Milwaukee
P.O. Box 500
Milwaukee, Wisconsin 53201

Third Party Payments

The Sponsor represents and warrants that:

☐ Payments will be made only by the Sponsor.

☐ Payments may be made by a third party.

Name of Third Party(ies): [REDACTED]

Termination

Performance under this Agreement may be terminated by the Sponsor upon thirty (30) days' written notice. Performance may be terminated immediately by the University if circumstances beyond its control preclude continuation of the research or for any reason upon thirty (30) days' notice written notice. Upon University's decision to terminate the Agreement immediately it shall promptly submit to Sponsor 1) the reason for termination, 2) the date of termination, 3) an itemized invoice. In the event of any termination, the University shall be eligible to recover from the Sponsor all costs and non-cancelable commitments incurred in the performance of the services provided under this Agreement and not yet paid for, so long as such payment combined with other payments made by the Sponsor under this Agreement does not exceed the total estimated cost of the Agreement price as stated in Section 4.

Force Majeure

Neither the Party shall be deemed in default of this Agreement to the extent that performance of its obligations or attempts to cure any breach are delayed, restricted or prevented by reason of any act of God, fire, natural disaster, pandemic, act of government, strikes or labor disputes, any actual or threatened act of terrorism, inability to provide raw materials, power or supplies, or any other similar act or condition beyond reasonable control; provided that the Party so affected provides prompt notice and uses all reasonable efforts to avoid or remove the causes of nonperformance and continues performance hereunder as soon as reasonably possible after those causes are removed. Upon such circumstances arising, the Parties shall meet forthwith to discuss what, if any, modification may be required to the terms of this Agreement, to reach a resolution. If any act of Force Majeure prevents either Party from carrying out its obligations under this Agreement for a period of more than thirty (30) days, the other Party may terminate this Agreement upon thirty (30) days written notice.

Notices

Notices pertaining to this Agreement shall be made by U.S. Mail or other delivery service, postage prepaid, and addressed to the party identified below.

If to the Sponsor

Name
Address
Email:
Phone:

If to the University

Kate Mollen
Director, Office of Sponsored Programs
P.O. Box 340
Milwaukee, Wisconsin 53201-0340
Telephone: (414) 229-4853
Facsimile: (414) 229-5000
E-mail: or-osp-contracts@uwm.edu

Patents and Inventions

All persons, other than clerical or non-technical personnel, who participate in the Project while employed by, enrolled in or under appointment to the University shall disclose to the University any invention, computer software or mask work (collectively, "Intellectual Property") made by them, in whole or in part, during and in the course of the Project. In consideration of their participation in the Project, all such persons shall, if requested, be required to assign Intellectual Property to the University or its intellectual property management organization ("IPMO") to the extent necessary to enable the University to fulfill its obligations to the Sponsor under this Agreement. Upon the timely request of the Sponsor, the University, or its IPMO, shall enter into good faith negotiations with the Sponsor for a license in such University-owned Intellectual Property.

Copyright

Except as required under regulations relating to copyrights or access to data under federal grants and contracts or other cases where there is a commingling 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 material for educational or research purposes, the University warrants that it shall retain no ownership over any copyrightable material which results from the project being funded under this Agreement. Such ownership rights shall remain 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), the University, or its designated intellectual property management organization for a license to such material.

Equipment

The University shall own any equipment, material or supplies acquired in pursuit of the Project.

Source of Funds

The Sponsor represents and warrants that:

- ☐ No part of its funds for this Project is federal; therefore, it is not subject to federal audit.
- ☐ Some or the entire ultimate source of its funds for this Project is federal; therefore, it is subject to federal audit.

Name of Prime Sponsor:

CFDA Number:

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 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.

Consultation

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

Reports

The University shall furnish to the Sponsor a final report setting forth the accomplishments and significant research findings within ninety (90) days of the expiration of this Agreement or as otherwise detailed in Exhibit A.

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 having no obligations of confidentiality to the disclosing party; or
- is not disclosed in writing or reduced to writing and marked with an appropriate confidentiality legend within thirty (30) days after disclosure; or
- is required by law or regulation to be disclosed.

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

Publicity

Neither party shall use the name of the other party in connection with any promotion or advertising without the prior written approval of that party.

Independent Contractor

In providing the services described in this Agreement, each party shall be considered an independent contractor, and neither party may act as an agent for the other party. Nothing in this Agreement shall be construed to limit the freedom of University researchers who are participants in this Agreement, whether paid under this Agreement or not, from engaging in similar research inquiries made independently under grants, contracts or agreements with parties other than the Sponsor.

Insurance

The University warrants and represents that it is self-funded for liability insurance as an agency of the State of Wisconsin. This liability insurance protection applies to University officers, employees and agents while acting within the scope of their duties. The University cannot extend liability insurance protection to any other person.

Liability

The Sponsor agrees to hold the University harmless from any loss, claim, damage, or liability of any kind involving an agent of the Sponsor in connection with this Agreement, unless the loss, claim, damage, or liability is due to the acts or omissions of an employee of the University of Wisconsin System while acting within the scope of his or her employment where protection is allowed by secs. 893.82 and 895.46(1), Wis. Stats.

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 without prior written consent shall be void.

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 grants, contracts or agreements with parties other than the Sponsor.

Export Controls

Sponsor represents and warrants that it has not provided and will not provide University with any information or technology that is subject to federal export control laws and/or regulations. Further, University retains the right to refuse to accept any information, documentation and materials from Sponsor.

Nondiscrimination

In connection with the performance of work under this Agreement, the Sponsor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in sec. 51.01(5), Wis. Stats., sexual orientation, or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the Sponsor further agrees to take affirmative action to ensure equal employment opportunities. The Sponsor agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the nondiscrimination clause. This provision is required to be included in all University contracts by sec. 16.765(2), Wis. Stat.

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.

Governing Law

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

Purchase Order

In the event that the Sponsor issues a purchase order pertaining to the Project and listing the University as vendor, the terms of this contract shall constitute the entire agreement between the parties and shall prevail over and supersede any conflicting, additional or supplemental terms and conditions included or incorporated in the purchase order.

Amendments

All amendments to this agreement shall be in writing and signed by authorized representatives of Sponsor and University.

Entire Agreement

This Agreement is the entire understanding between the University and the Sponsor for this Project. Any other understandings related to the Project are superseded by this Agreement. If the Sponsor issues a purchase order, said purchase order shall be for payment purposes only regardless of language within the purchase order; all substantive terms and conditions of this agreement are included in this Agreement and referenced attachments.

By signing below, the parties state that they understand this Agreement and agree to abide by its terms.

Sponsor

By _____

Name _____

Title _____

Date _____

The Board of Regents of the University of Wisconsin System on Behalf of the University of Wisconsin-Milwaukee

By _____

Name: Kate Mollen

Title: Director, OSP

Date _____

EXHIBIT A

THE PROJECT

Award Reference #