

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

This research Agreement (Agreement) is entered into on _____ between the Board of Regents of the University of Wisconsin System on behalf of the University of Wisconsin-Madison (University), a public educational institution of the State of Wisconsin, and _____ (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, the parties 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 Attachment A (Research Project). The University agrees to use reasonable effort to perform the Research Project. The Sponsor acknowledges that the University makes no expressed or implied warranties for results of the Research Project.

2. Principal Investigator

The Research Project will be supervised by _____ (Principal Investigator). If for any reason this 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 Project will be conducted during the period _____ through _____ and may be extended by mutual Agreement of the parties.

4. Project Costs

The University shall be paid by the Sponsor for all direct and indirect costs incurred in connection with the Research Project up to the amount of \$ _____ (U.S. Dollars) as detailed in Attachment B. While it is estimated that this amount is sufficient to conduct the Research Project, 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 in Attachment B without written authorization from the Sponsor.

5. Payment Schedule

Invoices shall be submitted to:

Option A:

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.

Option B:

This is a fixed-price agreement. Upon execution of this Agreement, the University will submit invoices in accordance with the following payment schedule:

- 60% upon execution of this Agreement,
- 30% _____ days from the start date of the Research Project, and
- 10% thirty (30) days after the period of performance ends, or after termination of this Agreement.

Payment is due within thirty (30) days from receipt of the invoice.

Option C

This is a cost-reimbursable agreement. The University will submit invoices on a quarterly basis in accordance with the general budget categories described in Attachment 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 award number as referenced on the invoice.

6. Termination

Performance under this Agreement may be terminated by either party upon sixty (60) days written notice to the other. Upon termination, the University will be reimbursed for all allowable costs and non-cancelable commitments incurred in the performance of the Research Project but not yet paid for.

In the event a party breaches or defaults in any of the terms or conditions of this Agreement, the other party can provide the breaching or defaulting party with written notice that the breaching or defaulting party has thirty (30) days to remedy the breach or default. If the party fails to remedy such breach or default, 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, and such termination shall be effective as of the date of the receipt of such notice.

7. Intellectual Property

A. Definitions and Ownership

“Invention” means any invention conceived and reduced to practice in the performance of the Research pursuant to this Agreement. “University Invention” means any Invention wherein the inventorship consists solely of University Researchers. “Joint Invention” means any Invention wherein the inventorship consists of both at least one University Researcher and at least one Sponsor Employee.

“University Researchers” means the Principal Investigator and/or other University employees or agents at the University working under the supervision of the Principal Investigator performing the Research pursuant to this Agreement. “Sponsor Employee” means one or more Sponsor employees or agents.

University Researchers will assign all of their right, title and interest in all Inventions to the University’s designated patent management organization, the Wisconsin Alumni Research Foundation (“WARF”). Sponsor Employees will assign all of their right, title and interest in all Joint Inventions to Sponsor. Subject to any license executed under Article 7C below, Sponsor and WARF will each have the independent right to non-exclusively license to third parties, and otherwise exploit their respective interest in, any Joint Invention without accounting to or consulting with each other.

Inventorship of any invention subject to this Agreement will be determined in accordance with U.S. patent laws.

B. Disclosure

University will promptly disclose to Sponsor in writing each University Invention and Joint Invention disclosed to it by University Researchers. Sponsor agrees to hold all details provided with such disclosure in confidence and to not disclose such details to others in a manner that would affect the patentability of the disclosed Invention.

C. License Option

Sponsor will have an option (the “Option”) to negotiate a royalty-bearing license to WARF’s interest in each patent pursued on each University Invention and each Joint Invention. The Option will extend for a period of sixty (60) days from the date of University’s written notice of each such University Invention or Joint Invention (the “Option Period”). If Sponsor wishes to exercise its Option, it must provide written notice of its intent to WARF before the Option Period expires.

The terms and conditions of any license will be negotiated in good faith and agreed upon in writing between Sponsor and WARF within ninety (90) days of Sponsor’s written notification to WARF that it is exercising its Option (“Negotiation Period”). Licenses will include license terms standard for agreements between a university and industry and will comport with Chapter 18 of Title 35 of the United States Code (35 U.S.C. §§ 200-212) and the regulations thereunder (37 C.F.R. Part 401). If Sponsor and WARF fail to agree upon a license during the Negotiation Period, the Option will expire and WARF and the University will be free of any obligation to Sponsor with regard to such University Invention or Joint Invention.

D. Patent Prosecution

WARF will evaluate each University Invention and may, in its sole discretion, take steps to seek patent protection thereof. Any and all resulting patents and patent applications will be owned solely by WARF. In the event that WARF elects not to obtain patent protection for a particular University Invention, and Sponsor’s Option to a license to such University Invention has not expired, WARF and Sponsor will cooperatively determine an appropriate course of action in regards to that University Invention.

Although Sponsor and WARF each have the responsibility to manage inventions assigned to them in accordance with appropriate government regulations and their own institutional policies, effective patent protection and commercialization of Joint Inventions may require a unified approach. Shortly following the disclosure of a Joint Invention, technical and patent representatives of Sponsor and WARF will discuss details of handling such Joint Invention.

8. Publication

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

9. Publicity

The parties will mutually agree on any press releases or other publicity relating to the Research Project.

10. 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.

11. Proprietary Data

The parties will exercise reasonable effort to maintain in confidence proprietary 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; or
- is required to be disclosed by applicable law.

The University retains the right to refuse to accept Confidential Information that is not considered to be essential to the completion of the Research Project. The obligations under this paragraph shall survive and continue for one (1) year after this Agreement ends.

12. 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 Wis. Stat. §§ 893.82 and 895.46(1).

13. Warranties

THE UNIVERSITY MAKES NO WARRANTIES, EXPRESSED OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE CONDITION OF THE RESEARCH PROJECT 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 PROJECT OR ANY SUCH INVENTION OR PRODUCT.

14. Equipment

Equipment, supplies, and materials purchased or produced under this Agreement shall be owned by the University.

15. Assignment

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

16. 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.

17. 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; and
- 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.

18. Insurance

The University warrants and represents that it has adequate liability coverage applicable to officers, employees, and agents while acting within the scope of their employment by the University. The University has no liability insurance policy that can extend protection to any other person.

19. Notices

Notices and communications are deemed made if sent to the party to receive such notice or communication at the address given below, or such other addresses as may be designated by notice in writing.

If to the Sponsor:

Sponsor Technical Matters:

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Sponsor Administrative Matters:

(Principal Investigator's contact information)

University Administrative Matters:

Research and Sponsored Programs
21 N Park Street, Suite 6401
Madison, WI 53715
preaward@rsp.wisc.edu
(608) 262-3822

20. Governing Law

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

21. Counterparts and Facsimile

This Agreement may be executed in any number of counterparts, each of which is deemed to be an original, but which together shall constitute but one instrument. This Agreement shall be considered accepted once it has been executed by both parties. A signature delivered by facsimile or electronic means will be considered binding for each party.

22. Entire Agreement

This Agreement embodies the entire understanding between the University and the Sponsor for this Research 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 have executed this Agreement by proper persons duly authorized.

Sponsor

Name: _____

Title: _____

Date: _____

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

Name: _____

Title: _____

Date: _____

Exhibit A – Scope of Work

Exhibit B - Budget

For Review Purposes Only