



Standard Agreement for Research with Community Organizations

**MEMORANDUM OF AGREEMENT
BETWEEN “XYZ” AND
THE UNIVERSITY OF WISCONSIN-MADISON**

This Agreement is entered into by and between _____, hereinafter called “XYZ” and 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 called “the University”. In anticipation of benefits to each party, XYZ and the University agree as follows:

Whereas the research program contemplated by this agreement is of mutual interest and benefit to the University and to XYZ, 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. SCOPE OF WORK

The University and XYZ agree to perform the project as set forth in the appended Exhibit A (the “Project”) [*Exhibit A should include a description of each party’s role and responsibilities in the Project*]. The Parties agrees to use reasonable efforts to perform this research project. XYZ acknowledges that the University makes no expressed or implied warranties for results of the research.

Any additional work not identified in Exhibit A, but indicated during the course of the Project, will be separately negotiated and funded in appropriate amounts to be agreed upon in writing by XYZ and the University.

2. PROJECT DIRECTION

The Project will be directed on behalf of the University by _____ who will be accountable to the University as Principal Investigator. A change of Principal Investigator will require University and XYZ agreement in writing.

XYZ shall appoint _____ in _____ to serve as point of contact during XYZ’s participation the project.

3. PERIOD OF PERFORMANCE

The Project will be conducted during the period _____ through _____, and may be

extended by mutual agreement of the parties.

4. PAYMENTS

Below are several different options to choose from for payments anticipated to the UW, if any, and how those payments will be made.

Choose a. or b. below (a. is preferred method and should be used unless there is appropriate justification for using b.):

- a. The University shall be reimbursed by XYZ for all direct and indirect costs incurred in connection with the Research up to the amount of \$____, in accordance with the appended Exhibit B (the "Budget"). While it is estimated that this amount is sufficient to conduct the Research, the University may submit to XYZ a revised budget requesting additional funds. XYZ is not liable for any cost in excess of the amount specified herein without written authorization from XYZ.
- b. The Sponsor agrees to reimburse the University \$_____ per subject studied and other associated costs, in accordance with the appended Exhibit B (the "Budget").

-AND-

Choose a., b. or c. below:

Payment Schedule:

- 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.
- b. This is a fixed-price agreement. Upon execution of this Agreement, the University will submit invoices for payment due within thirty (30) days from 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.
- c. The University will submit invoices in accordance with Exhibit B. Payments are due within thirty (30) days from receipt of the invoice.

-AND-

Payment Address:

Check(s), payable to the Board of Regents of the University of Wisconsin System, shall be sent to:

Principal Investigator
Principal Investigator Address

University of Wisconsin
Madison, WI (Zip-code)

For identification purposes, each payment shall include the title of the Project and the name of the Principal Investigator.

5. INDEPENDENT CONTRACTOR

The relationship of the parties is that of independent contractors. Neither party is the partner, joint venturer, or agent of the other and neither party has the authority to make any statement, representation, commitments, or action which would bind the other without the other party's prior written authorization. Unless otherwise agreed to in writing, each party shall be solely responsible for any wages, employment taxes, fringe benefits and work schedules of its own employees or agents.

6. NOTICES

All notices shall be deemed made if given by registered or certified envelope, postage prepaid, and addressed to the party to receive such notice at the address given below:

University: Research and Sponsored Programs
 21 N. Park, Suite 6401
 Madison, WI 53715-1218
 ATTN: Mike Morris FAX:
 608-262-3822

XYZ:

7. HUMAN SUBJECTS PROTECTIONS

In the event that the Scope of Work involves the use of humans as research subjects, the parties will conduct such research in accordance with the written protocol approved by any Institutional Review/Ethics Board(s) or oversight body as required by federal law or the parties' institutional policies, other applicable law, and the University's ethical standards.

8. CONFIDENTIAL INFORMATION

Unless otherwise required by law, the parties will maintain in confidence proprietary or trade secret information disclosed or submitted to them by the other party which is designated in writing as confidential information at the time of disclosure ("Confidential Information").

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

- (a) Is generally available in the public domain or thereafter becomes available to the public through no act of the receiving party; or
- (b) Was independently known prior to receipt thereof or was 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
- (c) Was made available to the receiving party as a matter of lawful right by a third party.

Each party retains the right to refuse to accept any information which is not considered to be essential to the completion of the project.

The obligations of the parties under this paragraph shall survive and continue for one (1) year after termination of this Agreement.

9. 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 XYZ with a copy of any proposed publication in advance of the proposed publication date and grant XYZ thirty (30) days for review and comment. Such delay shall not, however, be imposed on the filing of any student thesis or dissertation.

10. 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 XYZ.

11. LIABILITY

XYZ agrees to hold harmless the University from any loss, claim, damage, or liability of any kind, arising out of or in connection with this Agreement. To the extent authorized by secs. 893.82 and 895.46(1), *Wis. Stats.*, the University agrees to hold harmless XYZ, its officers, agents and employees from any and all liability including claims, demands, losses, costs, damages and expenses of every kind and description (including death), or damages to persons or property arising out of or in connection with or occurring during the course of this agreement where such liability is founded upon or grows out of the acts or omissions of any of the officers, employees or agents of the University.

12. INSURANCE

University warrants and represents that it has adequate liability coverage, such coverage being applicable to officers, employees, and agents while acting within the scope of their employment by University. The University may request proof of insurance from XYZ at any time.

13. PUBLICITY

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

14. TERMINATION

This Agreement may be terminated by either party at any time prior to its full term of performance provided that a written notice is given to the other party thirty (30) days in advance. In the event of termination by XYZ, the University will be reimbursed for all non-cancelable costs and commitments incurred in performance of the study through the effective date of the termination.

15. GOVERNING LAW

This Agreement is made in accordance with and shall be governed and construed under the laws of the State of Wisconsin.

16. WAIVER & SEVERABILITY

Failure to insist upon compliance with any of the terms and conditions of this Agreement shall not constitute a general waiver or relinquishment of any such terms or conditions, and the same shall remain at all times in full force and effect. If any part of this Agreement is held unenforceable, the rest of the Agreement will remain in full force and effect.

17. ASSIGNMENT

Neither party shall assign or transfer any of its rights or obligations under this Agreement without the written consent of the other party.

18. MISCELLANEOUS

This Agreement is the entire understanding between the parties relative to this project. This Agreement may be changed only by written modification signed by both parties.

This Agreement shall take precedence over any conflicting administrative language contained in the Project.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate by proper persons duly authorized.

APPROVED FOR XYZ:

Signature

Date

____ _ Name
and Title

APPROVED FOR THE BOARD OF REGENTS OF THE UNIVERSITY OF WISCONSIN SYSTEM:

____ _
Signature Date

____ _ Name
and Title