



## 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 Oshkosh, a public educational institution of the State of Wisconsin, hereinafter referred to as "the University," and \_\_\_\_\_ existing under the laws of the State of \_\_\_\_\_, hereinafter referred to as "Provider."

Whereas the collaborative research program contemplated by this Agreement is of mutual interest and benefit to the University and to the Provider.

Now therefore, the parties hereto agree as follows:

### 1. Scope of Work

The University desires to have the Provider perform the research described in the scope of work ("Scope of Work") attached hereto as Appendix A, in connection with the University research project entitled:

" \_\_\_\_\_ "

at all times in compliance with this Agreement, applicable laws, rules, regulations and University policies.

### 2. Principal Investigator

The Research will be supervised by \_\_\_\_\_ ("Supervisor") for the Provider and for the University \_\_\_\_\_ ("Principal Investigator"). If for any reason the Supervisor is unable to continue to serve in this role and a successor, acceptable to both the University and the Provider, is not available, this Agreement shall be terminated as provided in Section 6.

### 3. Period of Performance

The Research will be conducted for the duration of the Term, which may be extended by mutual agreement of the parties using the template amendment attached hereto as Appendix C.

### 4. Payment or Reimbursement of Costs

The University shall pay or reimburse the Provider, as appropriate, for all costs incurred or expended in connection with the Research up to the amount of \$ \_\_\_\_\_ (Budget is attached hereto as Appendix B). Any adjustments to the Budget shall be effective upon mutual agreement of the parties. The University is not and will not be liable for any costs in excess of those contained in the Budget absent written authorization from the University.

5. **Payment Schedule** (Choose one of the following options by checking the appropriate box)

Option A:

This is a fixed-price Agreement. Upon execution of this Agreement, the Provider will submit an invoice for full payment of the Budget due within thirty (30) days from receipt of the invoice.

Option B:

This is a fixed-price Agreement. Upon execution of this Agreement, the Provider 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 Period of  
Performance, and  
10% is due 30 days after the Period of Performance ends.

Option C:

This is a cost-reimbursable Agreement. The Provider will submit invoices in accordance with the deliverables identified and provided in the Scope of Work. Invoice frequency and reimbursement terms are outlined by the University under “Additional Terms” below. Payments are due within thirty (30) days from receipt of the invoice.

Additional Terms (Provide detail):

Checks shall be made payable to:

and sent to:

For identification purposes, each payment shall include the invoice number and account number as referenced on the invoice.

6. **Termination**

The term of this Agreement (“Term”) shall be from \_\_\_\_\_ to \_\_\_\_\_.

This Agreement may be terminated by the University upon thirty (30) days written notice to the Provider pursuant to the Notices section stated herein. This Agreement may be terminated by the Provider if circumstances beyond the Provider’s reasonable control preclude continuation of the Research or this Agreement.

In the event that either party hereto materially breaches any of the terms or conditions of this Agreement, and fails to remedy such breach within thirty (30) days after receipt of written notice thereof from the other party hereto, the non-breaching party may, at its option and in addition to any other remedies which it may have by law or in equity, pursuant to the Notices section herein, 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.

Upon termination of this Agreement, the University will pay or reimburse the Provider, as appropriate, for all outstanding costs and non-cancelable commitments incurred or expended in the performance of the Research, such payment or reimbursement together with other outstanding payments or reimbursements not to exceed the total Cost of Services specified in Section 4 herein.

## 7. Intellectual Property Rights

- a) Background Intellectual Property. This Agreement does not affect the ownership of any Intellectual Property controlled or owned by either of the parties prior to the execution of this Agreement (hereinafter referred to as "Background Intellectual Property").
- b) Research Intellectual Property.
  1. Any and all discoveries, inventions and other subject matter (whether patentable or not), including copyrights and trademarks that are conceived and reduced to practice as part of the research to be conducted under this Agreement and all intellectual property rights therein shall be considered Research Intellectual Property.
    - a. Inventorship and authorship of Research Intellectual Property shall be determined according to U.S. intellectual property laws.
    - b. Titles to any Research Intellectual Property made solely by employees, agents or representatives of Provider shall be owned by Provider. Titles to any Research Intellectual Property made solely by the University employees, agents, or representatives shall be assigned to and solely owned by University. Research Intellectual Property jointly made by employees, agents or representatives of both University and Provider shall be jointly owned by Provider and University.
    - c. With respect to any rights afforded to the University, such rights may be assigned to the WiSys Technology Foundation as the designated patent management organization for the University.
  2. If the United States government (through any of its agencies or otherwise) has funded research, during the course of or under which any of the University's Background or Research Intellectual Property was or is conceived or made, the United States government may be entitled under the provisions of 35 U.S.C. §§200-212 and applicable regulations of Chapter 37 of the Code of Federal Regulations, to a non-exclusive, non-transferable, irrevocable, paid-up license to practice or have practiced any inventions resulting from such for governmental purposes.
  3. Should the parties seek to commercialize any Research Intellectual Property developed, the parties agree to elect either Provider's technology transfer office or University's designated technology transfer office, WiSys Technology Foundation as the lead party (hereinafter referred to as the "Lead Commercialization Party") to manage such efforts. Such efforts will be governed under a supplementary agreement executed and mutually agreed upon between the parties and the Lead Commercialization Party and any subsequent revenue will be shared based upon the contribution of the parties.
  4. Should either of the party's Background Intellectual Property be required for the commercialization of any Research Intellectual Property, the parties agree to negotiate in good faith under the terms of a separate agreement the grant of rights necessary for such commercialization.
  5. Each party grants the other a royalty-free, non-exclusive license for use of its Background Intellectual Property as well as any Research Intellectual Property developed that is necessary for the practice of the results of the Scope of Work. For the avoidance

of doubt, all such use shall be for non-commercial, academic research purposes only.

**8. Publication**

Either party may publish its results from the Research and each party agrees to provide to the other a copy of any such publications at the time of submission. Whenever possible, the publishing party shall provide the other party a thirty (30) day period in which to review proposed publications, identify material on which patent applications should be filed, and submit other comments. Each party will give serious and good-faith consideration to any comments received from the other, provided, however, that such comments are received in sufficient time so as not to delay publication. The non-publishing party may submit a written request to the publishing party that submission of the proposed publication be delayed by up to ninety (90) consecutive days.

Notwithstanding anything stated in sections 7 or 8 herein, the University shall be sole owner of any and all Research data, analysis, deliverables and all other results for purposes of unrestricted access and right to use and publish the same.

**9. Consultation**

Selected personnel of the University, including the Principal Investigator, shall have the right to confer with the Supervisor and his/her associates for such reasonable periods and at such times as are reasonable and mutually convenient.

**10. Publicity**

Neither party shall 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 other party.

**11. Reports**

The Provider will furnish the University periodic reports during the Period of Performance summarizing the Research and related matters, upon request and/or per the Scope of Work, as applicable. The Supervisor will maintain a consistent means of communication with the Principal Investigator during the Period of Performance as provided in Appendix A. The University may request a final report from the Provider upon expiration or termination of this Agreement.

**12. Confidentiality**

The Provider shall at all times maintain in confidence proprietary, trade-secret and other sensitive or confidential information disclosed or submitted to the Provider by the University pursuant to this Agreement that is designated in writing or orally as confidential information at the time of disclosure.

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 Provider;
- is independently known prior to receipt thereof or is discovered independently by an employee of the Provider who had no access to the information supplied by the University under this Agreement;
- is made available to the Provider as a matter of lawful right by a third party; or
- must be disclosed by law or pursuant to an order of a court of competent jurisdiction.

The University shall only provide that Confidential Information to Provider which is required for Provider to perform the Research, and Provider retains the right to refuse to accept any such Information which it does not consider to be essential to the completion of the Research. The obligations of each party under this paragraph shall survive and continue for two (2) years after this Agreement expires or is terminated.

**13. Human Subjects Protections**

In the event that the Scope of Work involves the use of humans as research subjects, the Provider 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, policies and procedures.

**14. Liability**

The Provider agrees to indemnify and hold the University, its officers, employees, or agents, harmless from any loss, claim, damage, or liability of any kind involving or resulting from the acts or omissions of an officer, employee, or agent of the Provider arising out of or in connection with this Agreement.

**15. Warranties**

The Provider represents and warrants that it will perform the Research in accordance with no less than industry standard, and at all times in compliance with the Scope of Work.

**16. Equipment**

Title to any equipment or supplies purchased or manufactured in the performance of the Research hereunder shall vest in the party whose funds were used to purchase the same.

**17. Assignment**

Neither party shall assign this Agreement to a third party without the prior written consent of the other party, which consent shall not be unreasonably withheld.

**18. Independent Inquiry**

Nothing in this Agreement does, now or in the future, nor shall it be construed to, limit the freedom of researchers, including the Principal Investigator, who are participants in this Agreement or otherwise involved in the fulfillment of a party's obligations hereunder, regardless of whether paid under this Agreement, from engaging in similar research inquiries made independently under other grants, contracts or agreements with parties other than the other party.

**19. Independent Contractor**

In the performances of all Research and related activities 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 or liable for the acts or conduct of the other.

**20. Insurance**

Both parties independently represent that they have adequate liability coverage, such protection being applicable to their respective officers, employees, and agents while acting within the scope of employment.

## 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 Provider:

#### Technical Matters:

#### Administrative Matters:

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Name

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Name

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Address

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Address

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City, State, Zip Code

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City, State, Zip Code

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Phone & E-mail

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Phone & E-mail

### If to the University:

#### Technical Matters:

#### Administrative Matters:

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Principal Investigator Name

Office of Sponsored Programs  
800 Algoma Blvd

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University Address

Dempsey 214

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City, State, Zip Code

Oshkosh, WI 54901-8601

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Phone & E-mail

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E-mail

**22. Governing Law**

This Agreement and any disputes related hereto shall be governed by the laws of the State of Wisconsin. Notwithstanding anything stated herein to the contrary, nothing herein is intended, nor shall it be construed, as the University agreeing to any term, condition, obligation or responsibility prohibited by law.

**23. 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.

**24. Entire Agreement**

Unless otherwise specifically provided, this Agreement embodies the entire understanding between the University and the Provider for the Research, and any prior or contemporaneous representations, either oral or written, are hereby 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.

**Client:**

**Board of Regents of the University of Wisconsin System on behalf of the University of Wisconsin Oshkosh**

By:

By:

Print:

Print:

Title:

Title:

Date:

Date: