



## 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 "the Client."

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

Now therefore, the parties hereto agree as follows:

### 1. Scope of Work

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

"

"

The University agrees to use reasonable efforts to perform the research as described in Appendix A (Scope of Work), hereafter referred to as "the Research."

### 2. Principal Investigator

The Research will be supervised by \_\_\_\_\_ for the University ("Principal Investigator"). If for any reason he/she is unable to continue to serve as Principal Investigator and a successor, acceptable to both the University and the Client, is not available and/or able to perform the Research in the manner herein described, this Agreement shall be terminated as provided in Section 6.

### 3. Period of Performance

This 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. Reimbursement of Costs

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

### 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 University 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 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  
Period of Performance; and  
10% is due 30 days after the Period of Performance  
ends.

Option C:

This is a cost-reimbursable Agreement. University will submit invoices in accordance with the deliverables identified on the Scope of Work for reimbursement of costs incurred. Invoice frequency is outlined in “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. Term and Termination**

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

This Agreement may be terminated by the Client upon sixty (60) days written notice to the University pursuant to the Notices section stated herein. This Agreement may be terminated by the University if circumstances beyond its reasonable control preclude or render infeasible the continuation of the Research.

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, 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 Client shall pay or reimburse, as appropriate, the University 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 budget in Appendix B.

## **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 the University shall be solely owned by the University. Titles to any Research Intellectual Property made solely by the University employees, agents, or representatives shall be assigned to and solely owned by the University. Research Intellectual Property jointly made by employees, agents or representatives of both the University and the Client shall be jointly owned by the University and the Client.
    - 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 the Client’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 Client shall have the right to confer with the Principal Investigator and his/her associates for such reasonable periods and at such times as are reasonable and mutually convenient.

#### **10. Publicity**

The Client shall not use the name of the University or University employees, agents, directors or officers in any products, promotions or advertising without University’s prior written approval. The University shall not use the Client’s name but for routine reports and to conduct its essential business.

#### **11. Reports**

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

#### **12. Confidentiality**

Unless otherwise required by law including but not limited to public records laws, the University will exercise reasonable efforts to maintain in confidence proprietary or trade-secret information disclosed or submitted to the University by the Client pursuant to this Agreement

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;
- 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 Client under this Agreement;
- is made available to the University 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 Client shall only provide to the University that Confidential Information which is required for performance of the Research, and the University 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 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, policies and procedures.

### **14. Liability**

The Client 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 Client arising out of or in connection with this Agreement.

### **15. Warranties**

THE UNIVERSITY MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE CONDITION OF THE DELIVERABLES OR MANNER IN OR MEANS BY WHICH THE RESEARCH IS PROVIDED, WHETHER TANGIBLE OR INTANGIBLE, OR DEVELOPED UNDER THIS AGREEMENT; OR THE MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THE DELIVERABLES OR RESEARCH, INCLUDING THE MANNER AND MEANS BY WHICH THE RESEARCH IS PROVIDED. THE UNIVERSITY SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, SPECIAL, OR OTHER DAMAGES SUFFERED BY ANY PERSON OR ENTITY RESULTING FROM THIS AGREEMENT, THE RESEARCH, PROJECT OR USE OF OR RELIANCE ON THE DELIVERABLES.

### **16. Equipment**

Title to any equipment or supplies purchased or manufactured in the performance of the Research hereunder shall vest in the University upon acquisition unless otherwise previously authorized in writing by the University.

### **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 or University employees who conduct the Research or related activities 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 Client.

**19. Independent Contractor**

In the performance of all Research and related activities under this Agreement:

- o 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;
- o 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, invoice provision 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.

**22. Governing Law**

This Agreement and any disputes hereunder shall be governed by the laws of the State of Wisconsin, U.S.A. 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 that it cannot agree to by law.

**If to Client:**

**Technical Matters:**

**Administrative Matters:**

Name

Name

Address

Address

City, State, Zip Code

City, State, Zip Code

Phone & E-mail

Phone & E-mail

**If to the University:**

**Technical Matters:**

**Administrative Matters:**

Principal Investigator Name

Office of Sponsored Programs

800 Algoma Blvd

University Address

Dempsey 214

Oshkosh, WI 54901-3551

City, State, Zip Code

Phone & E-mail

E-mail

**23. 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.

**24. 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.

**25. Entire Agreement**

Unless otherwise specifically provided, this Agreement embodies the entire understanding between the University and the Client 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 for the University of Wisconsin System on behalf of the University of Wisconsin Oshkosh**

By: By:

Print: Print:

Title: Title:

Date: Date: