

Research Services Order – University of Wisconsin - Milwaukee			
University		Sponsor	
Board of Regents of the University of Wisconsin on behalf of the University of Wisconsin Milwaukee Address:		Name:	
		Address:	
Phone:	Fax:	Phone:	Fax:
Total Fixed Cost: \$		Send invoice to (if different than above):	
University Project Manager:	Period of Performance:	Name:	
		Address:	
		Phone:	
		Fax:	
Scope of Work and Deliverables: See Attachment A.			

Terms and Conditions

1) **Reports** – University shall provide Sponsor with a final report of significant research findings derived from the Project no later than thirty (30) days following expiration of the Period of Performance. Sponsor recognizes that the University is free to publish research results arising or derived from its performance of the Scope of Work, consistent with Section 3 of this Order.

2) **Payment** – An initial payment of \$_____ (33%) shall be made upon execution of this Order and a second payment of \$_____ (33%) shall be made six (6) months thereafter. Following completion of the Scope of Work and delivery to Sponsor of University’s final report, the balance shall be paid within thirty (30) days of receipt by Sponsor of a final invoice.

3) **Confidentiality** – “Confidential Information” shall mean any materials, written information or data marked “Confidential” by the disclosing party, as well as any non-written information identified as confidential at the time of disclosure and transmitted in writing to the non-disclosing party with a “Confidential” legend within fifteen (15) days thereafter. “Confidential Information” does not include information (i) in the public domain, (ii) independently known or obtained by the non-disclosing party, (iii) lawfully received by the non-disclosing party from a third party source or (iv) required by law or regulation to be disclosed. Each of the parties agrees to use the same degree of care it uses to protect its own confidential information to preserve Confidential Information from public disclosure for a period of two (2) years from the date of receipt of such Confidential Information. University will provide Sponsor with thirty (30) days to review publications arising out of Scope of Work so that Sponsor may seek deletion of Sponsor’s Confidential Information. Sponsor's rights under this section are subject to University's compliance with the Wisconsin Open Records Law, Wis. Stat. 19.31 *et seq.*

4) **Intellectual Property** – All inventions discovered or invented in whole or in part by University and/or its employees or agents in the performance of the Scope of Work shall be promptly disclosed by University to Sponsor and shall be owned as follows: a) any invention which involves the use of, composition of, or an improvement to Sponsor-provided materials or information, or a derivative or analogue thereof, shall belong to Sponsor; provided, however, that University shall retain a non-exclusive, perpetual, royalty-free irrevocable license to use any such invention for educational and/or non-commercial research purposes, and (b) any invention which covers a scientific process, technique, procedure, medium, device or other process which is not unique to processing Sponsor's proprietary materials and does not derive from Sponsor-provided materials or information shall be owned by University and/or its employees or agents pursuant to University policy; provided, however, that if such invention is jointly developed with an employee of Sponsor, University and Sponsor will jointly own such invention with further details of such ownership to be determined by mutual agreement. Sponsor shall be given a ninety (90) day option to negotiate a license to inventions in which University has an ownership interest as a consequence of its performance of this Order, said option to commence upon disclosure of the invention by University to Sponsor. University employees and/or agents shall be required to assign any intellectual property to University or its intellectual property management organization to the extent necessary to enable the University to fulfill its obligations to the Sponsor under this Order.

5) **Publicity** – Neither party will use the name of the other party in any publicity, advertising or news release without the prior written approval of the other party.

6) **Termination** – Either party may terminate this Order upon thirty (30) days prior written notice to the other. Upon termination, Sponsor shall pay University the greater of (i) all reasonable costs and non-cancelable obligations incurred by University at the time of said termination and (ii) a pro-rata share of the Cost calculated as follows: Cost divided by the number of months constituting the Period of Performance multiplied by the number of months that have elapsed since the start of the Period of Performance; provided, however, that said reimbursement together with previous payments made by Sponsor to University shall not exceed the Cost of this Order.

7) **Independent Contractor** – In the performance of the Scope of Work, the parties shall be deemed to be and shall be independent contractors. 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.

8) **Warranties and Indemnity** – University in no way guarantees services performed pursuant to this Order and makes no warranties, express or implied, regarding the quality of any product or service produced under this Order. Sponsor agrees to indemnify and hold harmless University against any claims and costs (including attorney fees) arising out of Sponsor's commercial sale or distribution of products or processes developed under this Order and/or its reliance upon the reports set forth in Section 1 above. In no event shall University's liability exceed that authorized under §§ 893.82 and 895.46(1), Wis. Stats.

9) **Export Control** –The University will not accept export-controlled materials or technical information under this Order. In the absence of a written agreement to the contrary, Sponsor warrants that materials and technical information provided to University under this Order are not subject to U.S. Export Control laws.

10) **Governing Law / Jurisdiction** – This Order shall be governed and construed in accordance with the laws of the state of Wisconsin. Any claims made under this Order must be brought in a Wisconsin Court, federal or state, of competent jurisdiction.

11) **Assignment** – Neither party shall assign this Order to another without the prior written consent of the other party.

12) **Entire Agreement** – This Order contains the entire and only agreement between the parties respecting the subject matter hereof and supersedes or cancels all previous negotiations, agreements, commitments and writings between the parties on the subject of this Order. Should processing of this Order require issuance of a purchase order, 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. This Order may not be amended in any manner except by an instrument in writing signed by the duly authorized representatives of each of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Order by persons thereunto duly authorized.

Board of Regents of the University of Wisconsin
System on behalf of the University of Wisconsin –
Milwaukee

Sponsor

By Authorized Official of University
Name and Date:
Title:

By an Authorized Official of Sponsor
Name and Date:
Title: