

## University of Wisconsin-Madison Service Agreement

This Service Agreement (“Agreement”) is entered into as of the date of last signature below (“Effective Date”) between 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 (“University”), and \_\_\_\_\_ (“Sponsor”).

Whereas, the parties agree as follows:

### 1. Statement of Work

The Sponsor desires to have the University undertake a service project entitled “\_\_\_\_\_” (“Project”), in accordance with the scope of work described in Attachment A. The University agrees to use reasonable effort to perform the Project. The Sponsor acknowledges that the University makes no express or implied warranties for results of the Project.

### 2. Principal Investigator

The Project will be supervised by \_\_\_\_\_ (“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 Sponsor, is not available, this Agreement may be terminated as provided in Section 6.

### 3. Period of Performance

The period of performance of the Project shall commence on the Effective Date and end after \_\_\_\_\_ months. The period of performance may be extended by mutual written agreement of the parties. This Agreement shall expire ninety (90) days after the Term ends. Terms which by their nature are intended to survive shall not be affected by expiration or termination of this Agreement.

### 4. Project Costs

The Sponsor shall pay the University the amount of \$ \_\_\_\_\_ (U.S. Dollars) for completion of the Project. A detailed budget is provided in Attachment B. While it is estimated that this amount is sufficient to conduct the 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 herein without written authorization from the Sponsor.

### 5. Payment Schedule

Invoices shall be submitted to:

[insert invoice contact and address]

The University will submit invoices in accordance with the following schedule:

- \_\_\_\_\_ % upon execution of the Agreement;
- \_\_\_\_\_ % \_\_\_\_\_ days from the start date of the Project;
- \_\_\_\_\_ % 30 days after the period of performance ends.

Checks shall be made payable to the Board of Regents of the University of Wisconsin System (ID #39-6006492) and sent to:

Thomas Reinders

Biotechnology Center  
University of Wisconsin-Madison  
425 Henry Mall  
Madison, WI 53506  
[tom.reinders@wisc.edu](mailto:tom.reinders@wisc.edu)  
608/265-6186

## **6. Termination**

Performance under this Agreement may be terminated by the Sponsor upon sixty (60) days' written notice. Performance may be terminated by the University if circumstances beyond its control preclude continuation of the Project. Upon termination, the University will be reimbursed for all costs and non-cancelable commitments incurred in the performance of the Project and not yet paid for, such reimbursement together with other payments not to exceed the total amount specified in Article 4.

In the event that either party hereto shall commit any breach of or default in any of the terms or conditions of this Agreement, and also shall fail to remedy such default or breach within thirty (30) days after receipt of written notice thereof from the other party hereto, 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 to such effect, and such termination shall be effective as of the date of the receipt of such notice.

## **7. Publicity**

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

## **8. Deliverables**

The University shall furnish to the Sponsor the deliverables identified in Attachment A ("Deliverables"). The University shall make no claim to any such Deliverables provided in accordance with this Agreement.

## **9. Confidentiality**

Unless otherwise required by law, the University will exercise reasonable effort to maintain in confidence proprietary information disclosed or submitted to the University by the Sponsor that is designated in writing as confidential information at the time of disclosure ("Confidential Information"). Confidential Information does not include information which:

- a. is generally available in the public domain or becomes available to the public through no act of the University; or
- b. 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 Sponsor under this Agreement; or
- c. is made available to the University as a matter of lawful right by a third party.

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

## **10. 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 ss. 893.82 and 895.46(1), Wis. Stats.

#### **11. Warranties**

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

#### **12. Equipment**

Equipment, supplies, and materials purchased or produced under this Agreement shall be owned by the University, unless expressly stated otherwise herein.

#### **13. Assignment**

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

#### **14. 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 projects made independently under other grants, contracts, or agreements with parties other than the Sponsor.

#### **15. 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. 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 or make any contract, warranty, or representation as to any matter. Neither party shall be bound by the acts or conduct of the other.

#### **16. 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.

#### **17. 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 the Sponsor:*

**Sponsor Technical Matters:**

[     ]

**Sponsor Administrative Matters:**

[     ]

*If to the University:*

**University Technical Matters:**

[     ]

**University Administrative Matters:**

Office of Industrial Partnerships  
21 N. Park Street, Suite 6401  
Madison, WI 53715  
oip@grad.wisc.edu

**18. Governing Law**

This Agreement shall be governed by the laws of the State of Wisconsin, excluding its conflict of laws provisions.

**19. 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.

**20. Entire Agreement**

This Agreement embodies the entire understanding between the University and the Sponsor for this 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, budget, 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.

**BOARD OF REGENTS OF THE**

**UNIVERSITY OF WISCONSIN  
SYSTEM**

\_\_\_\_\_  
Name:  
Title:  
Date: \_\_\_\_\_

\_\_\_\_\_  
Name:  
Title:  
Date: \_\_\_\_\_



**Attachment A  
Scope of Work**

[include list of deliverables]

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**Attachment B  
Budget**

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