

# University of Wisconsin-Oshkosh

## Standard Research Agreement

This research agreement is entered into on May 1, 2015 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 the \_\_\_\_\_ here in after referred to as "the Sponsor".

Wherein the research program contemplated by this agreement is of mutual interest and benefit to the University and to the Sponsor, 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. Statement of Work

The Sponsor desires to have the University undertake a research project designed to fulfill the sponsor's requirements for its Clean Boats, Clean Waters watercraft inspection program and other surface water quality and aquatic invasive species monitoring efforts. Specifically the following duties will be performed over a period not to exceed **300** hours.

1. Provide information to boat landing users regarding:
  - a. Aquatic invasive species
  - b. WI laws prohibiting:
    - i. Launching of boats with regulated aquatic plants, animals or water on board or attached to boats, trailers tow vehicles and related boating equipment.
    - ii. Over the road movement of boats, trailers, tow vehicles and related equipment with prohibited aquatic plants, animals or water attached or on board.
2. Inspect boats, trailers, tow vehicles and related equipment for the presence/absence of aquatic plants, animals or water.
3. Collect and record data in accordance with the WI Clean Boats, Clean Waters program
4. Upload collected data to the WI Surface Water Integrated Monitoring System (SWIMS) data base weekly.
5. Other research associated with surface water quality and aquatic invasive species monitoring.
6. Training and on the job supplies will be provided by the sponsor and/or the Vilas County Land & Water Conservation Department
7. Training will be coordinated by the Vilas County Land & Water Conservation Department.
8. Scheduling of work hours and locations will be coordinated by the University of Wisconsin-Oshkosh.

## *Lake Organizations and Boat Landings*

Lake organizations are encouraged to stop at boat landings to acquaint themselves with the interns where by creating familiarity and fostering an enhanced working relationship.

## *Research Scientist Responsibilities*

The research scientist will have the responsibility of the hiring and monitoring of interns. Other responsibilities include the scheduling and locations of interns, as well as random drop-in inspections at the boat landings.

### **2. Principal Investigators**

The research will be supervised by Dr. Gregory T. Kleinheinz. If for any reason he 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 shall be terminated as provided in Article 6.

### **3. Period of Performance**

This research will be conducted during the period beginning no earlier than May 21, 2015 and ending no sooner than August 14, 2015, nor later than August 23, 2015.

### **4. Reimbursement of Costs**

The University shall be reimbursed by the Sponsor for direct and indirect costs incurred in connection with the research in the amount not to exceed **\$4,530**. While it is estimated that this amount is sufficient to conduct the research, 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.

The sponsor shall be reimbursed by the University on a pro-rated basis for contracted services paid for in advance, but not performed, in the event the contract is not fulfilled due to actions of the University or its research personnel.

### **5. Payment Schedule**

The Sponsor shall make full payment to the University in advance of May 22, 2015. The payment shall be accompanied by a copy of the contract bearing the sponsor's signature.

Checks shall be made payable to the University of Wisconsin-Oshkosh

### **6. Termination**

Performance under this Agreement may be terminated by the Sponsor upon thirty (30) days' written notice; performance may be terminated by the University if circumstances beyond its control preclude continuation of the research. Upon termination, the University will be reimbursed for all costs and non-cancelable commitments incurred in the performance of the research and not yet paid for, such reimbursement together with other payments not to exceed the total estimated project cost 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 be 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. Patents and Inventions**

Except as required under 35 USC 200-212 or other cases where there is a co-mingling of funds which require assignment to the University because of statutory or contracted obligations to a third party, and subject to a right reserved to the Board of Regents of the University of Wisconsin System to make and use any such invention, discoveries, know-how, for educational or research purposes, the University warrants that it shall retain no ownership over any inventions, patentable or otherwise, discoveries, know-how or patent applications in such inventions which are made during and as a part of the project being funded under this Agreement. Such ownership rights shall remain the exclusive property of the inventor(s) who is under no obligation to assign said rights to the University, except as set forth above. The Sponsor may negotiate a separate agreement with the inventor(s) with regard to access to any existing patents and the disposition of inventions made during and as a part of the research.

## **8. Copyrights**

Except as required under regulations relating to copyrights or access to data under federal grants and contracts or other cases where there is a co-mingling of funds which require assignments to the University because of statutory or contractual obligations to a third party, and subject to a right reserved to the Board of Regents of the University of Wisconsin System to make and use any such material for educational or research purposes, the University warrants that it shall retain no ownership over any copyrightable material which results from the project being funded under this Agreement. Such ownership rights shall remain the exclusive property of the author(s) who is under no obligation to assign said rights to the University, except as set forth above. The Sponsor may negotiate a separate memorandum of understanding with the author(s) with regard to access to such material.

## **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 internal purposes. The University shall furnish the Sponsor with a copy of any proposed publication in advance of the proposed publication date and grant the Sponsor thirty (30) days for review and comment. Within this period, the Sponsor may request the University, in writing, to delay or cancel such publication. Such delay shall not, however, be imposed on the filing of any student thesis or dissertation.

## **10. Publicity**

Neither party shall use the name of the Sponsor, the University, or of any member of the University's staff in connection with any products, promotion, or advertising without the prior written approval of the other party. This shall not include internal documents available to the public that identify the existence of the Agreement.

## **11. Reports**

Report requirements for this research shall be satisfied by proper completion of field data collection forms and timely uploading of that data to appropriate computer files of the Wisconsin Department of Natural Resources.

## **12. Proprietary Data**

Unless otherwise required by law, the University will exercise its best effort to maintain in confidence proprietary or trade-secret information disclosed or submitted to the University by the Sponsor which is designated in writing as confidential information at the time of disclosure. Confidential information does not include information which at the time of receipt: is generally available in the public domain or thereafter becomes available to the public through no act of the University; or was independently known prior to receipt thereof or was discovered independently by an employee of the University who had no access to the information supplied by Sponsor under this Agreement; or was made available to the University as a matter of lawful right by a third party.

The University retains the right to refuse to accept any such information that is not considered to be essential to the completion of the research. The obligations of the University under this paragraph shall survive and continue for one (1) year after termination of this Agreement

## **13. Liability**

Each party agrees to be responsible and assume liability for its own wrongful or negligent acts or omissions, or for those of its officers, agents, or employees to the full extent required by law, and agrees to hold the other party harmless from any such liability. Each party agrees to maintain reasonable coverage for such liabilities either through commercial insurance or a reasonable self-insurance mechanism.

#### **14. Warranties**

The University makes no warranties, expressed or implied, as to any matter whatsoever, including, without limitation, the condition of the research or any invention(s) or product(s), whether tangible or intangible, conceived, discovered, or developed under this agreement; or the ownership, merchantability, or fitness for a particular purpose of the research or any such invention or product. The University shall not be liable for any direct, indirect, consequential, special or other damages suffered by any licensee or any others resulting from the use of the research or any such invention or product.

#### **15. Equipment**

There are no equipment requirements for this research beyond the supplies to be provided by the sponsors or as specified in the job duties agreement between the university and its researchers.

#### **16. Assignment**

Neither party shall assign this Agreement to another 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.

#### **17. 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 the Sponsor.

#### **18. Independent Contractor**

In the performances of all services hereunder:

(the University 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 Sponsor;

(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.

#### **19. Insurance**

(The University warrants and represents that it has adequate liability insurance, such protection being applicable to officers, employees, and agents while acting within the scope of their employment by the University. The University has no liability insurance policy as such that can extend protection to any other person.

Each party hereby assumes any and all risks of personal injury and property damage attributable to the negligent acts or omissions of that party and the officer, employees, and agents thereof.

**20. 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 Sponsor:

If Technical Matter:  
Dr. Gregory T. Kleinheinz

If to University:

Sponsor's Name

Principal Investigator  
Biology/Micro. Dept.

Grants Office

Address

c/o

337 Dempsey Hall  
Oshkosh, WI 54901

**21. Governing Law**

This Agreement shall be governed by the laws of State of Wisconsin.

**22. Entire Agreement**

Unless otherwise specified, 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 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 thereunto duly authorized.

Lake Association Place Here

University of Wisconsin Oshkosh

By \_\_\_\_\_  
(Signature)

By \_\_\_\_\_  
(Signature)

Name \_\_\_\_\_  
(Typed/Printed)

Name Thomas G. Sonnleitner

Title \_\_\_\_\_

Title Vice Chancellor

Date \_\_\_\_\_

Date \_\_\_\_\_