

## Appendix A: Standard Outreach Services Agreement

### Outreach Services Agreement

This Outreach Services Agreement (the "Agreement") is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (the "Effective Date") between the Board of Regents of the University of Wisconsin System on behalf of the University of Wisconsin-Milwaukee (hereinafter, "UWM"), and \_\_\_\_\_ ("Client"). UWM and Client may be referred to herein individually as a "Party" and collectively as the "Parties."

#### 1. Statement of Work

UWM agrees to **[INSERT DETAILED DESCRIPTION OF WORK TO BE PERFORMED INCLUDING ANY RELEVANT DATES AND/OR DELIVERABLES]** (collectively, the "**Project**").

#### 2. Fees

**[Fees may include a set fee based on a known number of goods / services provided at a defined rate, an hourly fee based on a number of hours of employee time that is yet to be determined at a defined hourly rate, or a combination of both.]**

**[Use the following language if work is being performed for a set fee:]**

[Client agrees to pay UWM the sum of \$ \_\_\_\_\_ within 30 (thirty) days of receipt of invoice. Checks shall be made payable to "The University of Wisconsin-Milwaukee" and sent to the address indicated below.]

**[Use the following language if hourly fee:]**

[Fees for this project will consist of an hourly consulting fee (billed in fifteen minute increments) as follows:

\$ \_\_\_\_\_ / hour for \_\_\_\_\_'s time.

Other individuals to be mutually agreed in writing by the Parties.

The Client agrees to make payment to UWM in the amount due within 30 days of receipt of invoice. Invoices shall be issued no more often than monthly. Checks shall be made payable to "The University of Wisconsin-Milwaukee" and sent to the address indicated below.]

#### 3. Term

The term of this Agreement shall commence on the Effective Date and shall continue through and until \_\_\_\_\_.

#### 4. Notices

Notices and/or invoices pertaining to this Agreement shall be made by U.S. mail or other delivery service, postage prepaid, and addressed to the party identified below:

**If to Client:**

**If to the UWM:**

## **5. Copyrights**

The Parties acknowledge that any and all intellectual property that may be used or developed in connection with this Project shall remain the sole and exclusive property of UWM, UWM's designated intellectual property agent and/or UWM employees (as determined in accordance with UW System and UWM policies on intellectual property). Client agrees not to copy, use, or otherwise share such intellectual property for any purpose other than that contemplated by this Agreement or as otherwise agreed in writing by UWM.

## **6. Export Controls**

Client represents and warrants that it has not provided and will not provide UWM with any information or technology that is subject to federal export control laws and/or regulations. Further, UWM retains the right to refuse to accept any information, documentation and materials from Client.

## **7. Independent Contractor**

In providing the services described in this Agreement, each Party shall be considered an independent contractor, and neither Party may act as an agent for the other party.

## **8. Insurance**

UWM warrants and represents that it is self-funded for liability as an agency of the State of Wisconsin. This protection applies to University officers, employees and agents while acting within the scope of their duties. UWM cannot extend such protection to any other person.

## **9. Project Results**

The Client understands that UWM's primary mission is education and advancement of knowledge. In the performance of this Agreement, UWM will make a good faith effort to perform all work with a high degree of professionalism. UWM MAKES NO WARRANTIES OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, AND HEREBY EXPRESSLY DISCLAIMS ANY AND ALL SUCH WARRANTIES.

## **10. Use of Name**

Neither party may use the other party's name, logo, or trademarks without its express written permission.

## **11. Termination**

Either party may terminate this Agreement with 30 days written notice to the other party. In the event Client terminates this Agreement, it agrees to pay UWM all reasonable and non-

cancellable obligations incurred in the performance of the Agreement up to and including the date of written notification of termination.

## 12. Entire Agreement

This Agreement constitutes the entire and exclusive agreement and supersedes all previous communications or agreements, either oral or written, between UWM and Client with respect to the subject matter hereof. Any modification to any provision of this Agreement must be agreed to in writing by a duly authorized representative of UWM and Client. If the Client issues a purchase order pertaining to the Project, the terms of this Agreement shall supersede any conflicting or additional terms included in the purchase order.

## 13. Governing Law.

This Agreement and performance hereunder shall be governed and construed in accordance with the laws of the State of Wisconsin (notwithstanding any choice of law principles). The Parties agree that all claims arising from this Agreement must be brought in a Wisconsin court of competent jurisdiction.

**IN WITNESS WHEREOF**, each Party has executed this Agreement as of the Effective Date and represents and warrants that the execution of this Agreement has been duly authorized.

### Client

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Name:

Title:

Date:

### Board of Regents of the University of Wisconsin System on behalf of the University of Wisconsin-Milwaukee<sup>1</sup>

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Name:

Title:

Date:

**Acknowledged by (if signed by Dean, acknowledged by project director/faculty member. If signed by Provost, acknowledged by Dean and the project director/faculty member.)**

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**Name:**

**Title:**

**Date**

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<sup>1</sup> Outreach Service Agreements for *less than* \$25,000 that use this standard form can be signed by the Deans of the various Schools/Colleges, provided the Client is not a governmental unit. OSAs \$25,000 and above or that do not use this standard form must be signed by a campus administrator with general signature authority (e.g. the Provost).