University of Wisconsin-Madison
Service Agreement

This agreement is entered into on (date)____________________ between the Board of Regents of the University of Wisconsin System on behalf of the Wisconsin Center for Dairy Research at the University of Wisconsin-Madison, a public educational institution of the State of Wisconsin, hereinafter referred to as "University", and ______________________ a company having its principal place of business at ______________________, hereinafter referred to as the "Service Recipient".

Whereas the service contemplated by this agreement is of mutual interest and benefit to the University and to the Service Recipient, and will further the University’s instructional, research or outreach 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 (or Attachment)
The Service Recipient agrees to have the University provide the following service:

   Insert Title

The University agrees to use reasonable efforts to perform this service, hereafter referred to as the "Service". The Service Recipient acknowledges that the University makes no expressed or implied warranties for results of this Service unless specifically identified in this agreement.

2. Confidentiality
Unless otherwise required by law, the University will exercise reasonable efforts to maintain in confidence any information, documentation and materials specifically developed or prepared by the University in performance of Services under this Agreement, except for information defined in a, b, and c below in this section. In addition, unless otherwise required by law, the University will exercise reasonable efforts to maintain in confidence any proprietary or trade-secret information disclosed or submitted to the University by the Service Recipient 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 Service Recipient 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 any such information which is not considered to be essential to the completion of the Service. The obligations of the University under this paragraph shall survive and continue for one (1) year after this Agreement ends.

3. Contact Person
If to Service Recipient:____________________
Attention:

If to University: Wisconsin Center for Dairy Research
1605 Linden Drive
Madison, WI 53706

Attention:

4. Period of Performance
This Service will be performed within the following timeline: __________ through __________ and may be extended by mutual agreement of the parties.

5. Payment Terms (or Attachment)
The University shall be paid by the Service Recipient the amount of __________.

While it is estimated that this amount is sufficient to provide the Service, the University may submit to the Service Recipient a revised bill requesting additional funds. The Service Recipient is not liable for any cost in excess of the amount specified herein unless the University obtains prior written consent from the Service Recipient to incur excess costs.

6. Payment Schedule
The University will provide an invoice to the Service Recipient. Payments shall be made to the University by the Service Recipient within 40 days of receipt of invoice.

Checks shall be made payable to the University of Wisconsin-Madison (ID# 39-1805963) and sent to:

Carmen Huston
Wisconsin Center for Dairy Research
1605 Linden Drive
Madison, WI 53706

7. Termination
Performance under this Agreement may be terminated by the Service Recipient upon sixty (60) days written notice; performance may be terminated by the University if circumstances beyond its control preclude continuation of the Service. Upon termination by the Service Recipient, the University will be reimbursed for all costs and non-cancelable commitments incurred in the performance of the Service and not yet paid for, such reimbursements together with other payments not to exceed the total estimated project cost specified in Article 5 (or Attachment).

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 fail to remedy such default or breach within thirty (30) days after 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.

8. Publicity
Neither party shall use the name of the Service Recipient, the University, nor 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.

9. Liability
The Service Recipient agrees to hold the University harmless from any loss, claim, damage, or liability of any kind arising out of or in connection with this Agreement, except to the extent that it is founded upon or grows out of the acts or omissions of any of the officers, employees or agents of the University of Wisconsin System while acting within the scope of their employment where protection is afforded by ss.893.82 and 895.46(1), Wis. Stats.

10. Warranties
THE UNIVERSITY MAKES NO WARRANTIES, EXPRESSED OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE CONDITION OF THE SERVICE, WHETHER TANGIBLE OR INTANGIBLE, OR DEVELOPED UNDER THIS AGREEMENT; OR THE OWNERSHIP, MARKETABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE SERVICE OR PRODUCT. The University shall not be liable for any direct, indirect, consequential, special or other damages suffered by any person resulting from this Service.

11. Assignment
Neither party shall assign this Agreement to another without the prior written consent of the other party; however, the Service Recipient 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.

12. 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 Service Recipient.

• 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.

13. Insurance
The University warrants and represents that it has adequate liability protection, 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 officers, employees, and agents thereof.

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

15. Entire Agreement
Unless otherwise specified, this Agreement embodies the entire understanding between the University and the Service Recipient for this Service, 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.

Service Recipient's Name

By ________________________________
Name ______________________________
Title ______________________________
Date ________________________________

Board of Regents of the University of Wisconsin System

By ________________________________
Name ______________________________
Title ______________________________
Date ________________________________
Scope of Work

Title:

SPONSOR NAME:

Sponsor Contact:
Name:
Phone:
E-mail:
Mailing Address:

WCDR CONTACT:
Name:
Phone:
E-mail:
Mailing Address:

Services:

Budget: