

**Agreement Template for
Community Engaged Research with
the University of Wisconsin-Madison**

Compiled by the UW Collaborative Center for Health Equity (CCHE) in
collaboration with the University of Wisconsin-Madison Office of Legal Affairs

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Introduction and Use of Our Template

Non-clinical research projects intended to be done in partnership with community organizations take many forms. This template was established using our experiences working collaboratively and successfully with tribal partners and organizations located in urban centers of Wisconsin; locations where UW health equity researchers return again and again for partnership opportunities.

We've repeatedly seen value in preparing UW colleagues for research collaborations, ensuring they've considered and can speak with collaborators on topics central to successful research partnerships. This template reflects those topics. It's designed to serve as an overall or 'umbrella' agreement between UW and an organization or tribe. A single project or projects can be attached as addendums.

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**RESEARCH AGREEMENT
BETWEEN “XYZ Community Organization” AND
THE UNIVERSITY OF WISCONSIN-MADISON**

This Agreement is entered into by and between _____, hereinafter called “XYZ” and 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, hereinafter called “the University”. In anticipation of benefits to each party, XYZ and the University agree as follows:

Whereas the research program contemplated by this agreement is of mutual interest and benefit to the University and to XYZ, 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. SCOPE OF WORK

The University will perform the project set forth in the appended Exhibit A (the “Project”). The University agrees to use reasonable effort to perform this research project. XYZ acknowledges that the University makes no expressed or implied warranties for results of the research.

Any additional work not identified in **Exhibit A**, but indicated during the course of the Project, will be separately negotiated and funded in appropriate amounts to be agreed upon in writing by XYZ and the University.

2. PROJECT DIRECTION

The Project will be directed by _____ who will be accountable to the University as Principal Investigator. A change of Principal Investigator will require University and XYZ agreement in writing.

3. PERIOD OF PERFORMANCE

The Project will be conducted during the period _____ through _____, and may be extended by mutual agreement of the parties.

4. PAYMENTS

Below are several different options to choose from for payments anticipated to the UW, if any, and how those payments will be made.

The Sponsor agrees to reimburse the University \$_____ per subject studied and other associated costs, in accordance with the appended Exhibit B (the "Budget").

-OR-

The University shall be reimbursed by XYZ for all direct and indirect costs incurred in connection with the Research up to the amount of \$_____, in accordance with the appended **Exhibit B** (the "Budget"). While it is estimated that this amount is sufficient to conduct the Research, the University may submit to XYZ a revised budget requesting additional funds. XYZ is not liable for any cost in excess of the amount specified herein without written authorization from XYZ.

-AND-

Payment Schedule:

This is a fixed-price agreement. Upon execution of this Agreement, the University will submit an invoice for full payment due within thirty (30) days from receipt of the invoice.

-OR-

This is a fixed-price agreement. Upon execution of this Agreement, the University will submit invoices for payment due within thirty (30) days from receipt of the invoice in accordance with the following schedule:

- 60% is due upon execution of the agreement;
- 30% is due TBD days from the start date of the project;
- 10% is due 30 days after the period of performance ends.

-OR-

The University will submit invoices in accordance with Exhibit B. Payments are due within thirty (30) days from receipt of the invoice.

-AND-

Payment Address:

Check(s), payable to the Board of Regents of the University of Wisconsin System, shall be sent to:

Principal Investigator
Principal Investigator Address
University of Wisconsin
Madison, WI (Zip-code)

For identification purposes, each payment shall include the title of the Project and the name of the UW Principal Investigator.

5. INDEPENDENT CONTRACTOR

The relationship of the parties is that of independent contractors. Neither party is the partner, joint venturer, or agent of the other and neither party has the authority to make any statement, representation, commitments, or action which would bind the other without the other party’s prior written authorization.

6. NOTICES

All notices shall be deemed made if given by registered or certified envelope, postage prepaid, and addressed to the party to receive such notice at the address given below:

University: Research and Sponsored Programs
 750 University Avenue, 4th Floor
 Madison, WI 53706-1490
 ATTN: Mike Morris FAX: 608-262-5111

XYZ: xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx
 xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx

7. HUMAN PARTICIPANT PROTECTIONS

In the event that the Scope of Work includes human participants in the research, the parties will conduct such research in accordance with the written protocol approved by the appropriate Institutional Review Board(s) as required by federal law or institutional policies, other applicable law, and the University’s ethical standards.

8. CONFIDENTIAL INFORMATION – see page 8 also

Unless otherwise required by law, the parties will maintain in confidence proprietary or trade secret information disclosed or submitted to them by the other party which is designated in writing as confidential information at the time of disclosure (“Confidential Information”).

Confidential Information does not include information which at the time of receipt:

- a) Is generally available in the public domain or thereafter becomes available to the public through no act of the receiving party; or
- b) Was independently known prior to receipt thereof or was discovered independently by an employee of the receiving party who had no access

- to the information supplied by the disclosing party under this Agreement;
or
c) Was made available to the receiving party as a matter of lawful right by a third party.

Each party retains the right to refuse to accept any information which is not considered to be essential to the completion of the project.

The obligations of the parties under this paragraph shall survive and continue for one (1) year after termination of this Agreement.

9. PUBLICATION – see page 8-9 also

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 educational and research purposes. The University shall furnish XYZ with a copy of any proposed publication in advance of the proposed publication date and grant XYZ thirty (30) days for review and comment. Such delay shall not, however, be imposed on the filing of any student thesis or dissertation.

10. INTELLECTUAL PROPERTY RIGHTS

Unless otherwise specifically provided, XYZ does not obtain any rights in intellectual property created or developed under this Agreement.

11. 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 XYZ.

12. LIABILITY

XYZ agrees to hold harmless the University from any loss, claim, damage, or liability of any kind, arising out of or in connection with this Agreement. To the extent authorized by secs. 893.82 and 895.46(1), *Wis. Stats.*, the University agrees to hold harmless XYZ, its officers, agents and employees from any and all liability including claims, demands, losses, costs, damages and expenses of every kind and description (including death), or damages to persons or property arising out of or in connection with or occurring during the course of this agreement where such liability is founded upon or grows out of the acts or omissions of any of the officers, employees or agents of the University.

13. INSURANCE

The University warrants and represents that it has adequate liability coverage, such coverage being applicable to officers, employees, and agents while acting within the scope of their employment by University. The University may request proof of insurance from XYZ at any time.

14. PUBLICITY

Neither party shall use the name of the other party in connection with any products, promotion, or advertising without the prior written approval of the named party.

15. TERMINATION

This Agreement may be terminated by either party at any time prior to its full term of performance provided that a written notice is given to the other party thirty (30) days in advance. In the event of termination by XYZ, the University will be reimbursed for all non-cancelable costs and commitments incurred in performance of the study through the effective date of the termination.

16. GOVERNING LAW – see page 9 also

This Agreement is made in accordance with and shall be governed and construed under the laws of the State of Wisconsin.

17. WAIVER & SEVERABILITY

Failure to insist upon compliance with any of the terms and conditions of this Agreement shall not constitute a general waiver or relinquishment of any such terms or conditions, and the same shall remain at all times in full force and effect. If any part of this Agreement is held unenforceable, the rest of the Agreement will remain in full force and effect.

18. ASSIGNMENT

Neither party shall assign or transfer any of its rights or obligations under this Agreement without the written consent of the other party.

19. MISCELLANEOUS

This Agreement is the entire understanding between the parties relative to this project. This Agreement may be changed only by written modification signed by both parties.

This Agreement shall take precedence over any conflicting administrative language contained in the Project.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate by proper persons duly authorized.

APPROVED FOR XYZ:

Signature

Date

Name and Title

APPROVED FOR THE BOARD OF REGENTS OF THE UNIVERSITY OF WISCONSIN SYSTEM:

Signature

Date

Name and Title

The paragraphs below may be added to or may substituted, where noted, for corresponding paragraphs in the Standard Agreement when appropriate based on the community partner and type of research project at issue.

DATA COLLECTION, STORAGE AND DISTRIBUTION

The development of the Project is based on communication between XYZ community members and researchers of the University. Reasonable efforts will be made to incorporate and address local concerns and recommendations at each stage of the Project. University researchers shall, periodically as agreed to and at the end of the Project, participate in XYZ community meetings to discuss the results of the analysis with community members. Data collected are confidential and shall be stored at the University in an electronic database. Publication of data shall comport with the terms of this Agreement. A final report shall be distributed to XYZ upon publication.

The informed consent of individual participants will be obtained before collecting any data from participants. Participants will be provided with the consent form and given sufficient opportunity to review it and ask questions of the researcher prior to signing. A copy of the consent form will be left with each participant. The consent form will contain contact information for the research team, so that participants may contact the researchers for additional information and any time during the Project.

The names of individual participants and the XYZ community are confidential and shall not be listed in any publication of the data. Individual participants and XYZ community shall be described in publications by code numbers only.

8. CONFIDENTIAL INFORMATION

In addition to the language in paragraph 8 of the Standard Agreement, the following language may be added when the community partner expresses concern about the confidentiality of cultural information:

It is understood by the parties that cultural information identified as such by XYZ may be considered Confidential Information. When cultural information is Confidential Information, XYZ shall inform the University of that fact as described in this paragraph.

9. PUBLICATION

Confidentiality of Ceremonies and Spiritual Knowledge

In addition to the language in paragraph 9 of the Standard Agreement, the following language may be added when the community partner is a Native

American Tribe that expresses concern about the publication of their ceremonies or spiritual knowledge:

The University agrees to negotiate in good faith to remove any depiction, whether in writing, picture, video, film, or otherwise of XYZ ceremonies and/or spiritual knowledge which XYZ determines to be inaccurate or improper for publication.

The University further agrees to remove any information deemed confidential, as described above in paragraph 8, by XYZ.

In addition to the language in paragraph 9 of the Standard Agreement, the following language may be added when it is anticipated that the community partner will be a co-author.

The University shall provide to XYZ the opportunity to participate in authorship of articles, publications, or other dissemination of information. XYZ must fulfill the requirements of authorship based on standard academic and scholarly custom in order to be listed as an author.

16. GOVERNING LAW

The language provided below is ONLY appropriate when the community partner refuses to be governed by the laws of the State of Wisconsin and we are in an inferior bargaining position.

This Agreement is made in accordance with and shall be governed and construed under the laws of [another state or Tribe] to the extent it does not waive the sovereign immunity of the State of Wisconsin.