

**ACADEMIC SUPPORT SERVICES AGREEMENT**

**CONTRACT DETAILS**

**AGREEMENT NUMBER**: [XX-8XXX]

This agreement is entered into between the Board of Regents of the University of Wisconsin System on behalf of the University of Wisconsin-Madison Department of [ENTER DEPT NAME] (*hereafter University)* and [ENTER VENDOR NAME] *(hereafter Contractor)*:

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| **CONTRACTOR INFORMATION**  |

**Contractor’s Name (as shown on W9):** [ENTER VENDOR NAME]

**Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**City / State / Zip: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Contact Name / E-Mail: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ / \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

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| **CONTRACT TERM**  |

**Start Date:** ­­­­­**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ End Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

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| **COMPENSATION INFORMATION** |

**Fee not to exceed (total amount to be paid for the full contract term) $ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Expenses not to exceed (if expenses are not included in the fee) $ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**List expenses to be paid: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**(check √ all that apply)**

 **☐** **Paid on Purchase Order OR**  **☐** **Separately (e.g., PIR)**

 **☐** **Limited to State reimbursement levels ☐** **Receipts required**

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| **PAYMENT TERMS: (NOTE: Payment will be made 30 days upon receipt of an invoice from the Contractor. Contractor must invoice according to the terms of the contract.)** |

**How often should Contractor invoice? (e.g., monthly, quarterly, by milestone) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Rate and payment details: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

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| **DEPARTMENT CONTACT INFORMATION**  |

**Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Telephone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**E-mail: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

-2-

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| **PROJECT SCOPE**  |

**Scope of Service: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

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| **PROJECT DELIVERABLES** |

**Deliverables: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

DEBARMENT

Federal Executive Order (E.O.) 12549 “Debarment“ requires that all contractors receiving individual awards, using federal funds, and all subrecipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government. By signing this document you certify that your organization and its principals are not debarred. Failure to comply or attempts to edit this language may disqualify your bid. Information on debarment is available at the following websites: [www.sam.gov](https://www.sam.gov/portal/public/SAM/) and <https://acquisition.gov/far/index.html> see section 52.209-6.

Your signature certifies that neither you nor your principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

SUPPLIER DIVERSITY

Minority, Women Owned, and Service Disabled Veteran Owned businesses are encouraged to register for State of Wisconsin certified status by going to the following website and following the instructions that are provided there:

<http://www.doa.state.wi.us/Divisions/Enterprise-Operations/Supplier-Diversity-Program>

For Federal Small Business Administration (SBA) status pertaining to small, disadvantaged, veteran owned, service disabled, woman owned, or HUBZone business designations please visit: <https://www.sba.gov/contracting/getting-started-contractor/make-sure-you-meet-sba-size-standards>

-3-

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| --- |
| CONTRACTOR ACCEPTANCE**I agree to the standard terms and conditions attached to this agreement. I verify that I am duly qualified and willing to perform the services as an independent contractor. The fees under this Agreement do not exceed my normal and customary rate. I am not a current University of Wisconsin System employee.** |

## FOR THE BOARD OF REGENTS OF THE FOR THE CONTRACTOR

**UNIVERSITY OF WISCONSIN SYSTEM**

**University of Wisconsin-Madison** [ENTER VENDOR NAME]

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature Signature

Choose an item. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Name Printed or Typed

Choose an item. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

UW Madison Division of Business Services Title

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

### Date Date

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 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Phone Number

Agreement No: **[XX-8XXX]**

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Fax Number

**STANDARD TERMS AND CONDITIONS**

**1.0 TERMINATION OF CONTRACT:** This Agreement may be terminated in whole or in part in writing by either party provided that no such termination may be effected unless the other party is given not less than thirty (30) days written notice of intent to terminate. Final payment will be adjusted to reflect actual work completed.

**2.0 CHANGES:** The University may, from time to time, request changes in the scope of services to be performed by the Contractor in this Agreement. These changes, including any increase or decrease in the amount of compensation which are mutually agreed upon by and between both parties, shall be incorporated in written modifications to this Agreement.

**3.0 NONDISCRIMINATION IN EMPLOYMENT:** In connection with the performance of work under the Agreement, the Contractor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, sexual orientation, national origin, or developmental disability as defined in Wisconsin Statutes s.51.01(5). This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other form of compensation; and selection for training, including apprenticeship. The Contractor further agrees to take affirmative action to ensure equal employment opportunities for persons with disabilities. The Contractor agrees to post in conspicuous place, available for employees and applicants for employment notices to be provided by the contracting officer setting forth the provisions of the nondiscrimination clause.

 Pursuant to 2019 Wisconsin Executive Order 1, contractor agrees it will hire only on the basis of merit and will not discriminate against any persons performing a contract, subcontract or grant because of military or veteran status, gender identity or expression, marital or familial status, genetic information or political affiliation.

**4.0 EXAMINATION OF RECORDS**: All records incurred under this Agreement are subject to audit by the University and/or the cognizant federal audit agency. The Contractor agrees to give government auditors access to its records where necessary to support costs relating to this contract.

**5.0 INTELLECTUAL PROPERTY:** The Contractor warrants that to the best of its knowledge all materials furnished and used are its own original material or material which they have obtained permission to use for the purposes of this Agreement.

 The parties agree that Contractor's work under this Agreement is a "work for hire" and that the owner of such work, including any inventions made during the performance of the work, is The Board of Regents of the University of Wisconsin System. If for any reason the work performed by Contractor under this Agreement is found not to constitute a work for hire, then, in consideration for the payment set forth under this Agreement, Contractor hereby assigns all rights in the intellectual property created to The Board of Regents of the University of Wisconsin System.

 The Contractor agrees that all other rights pertaining to the work furnished under this agreement, including any royalties or fees that may accrue, shall belong to the Board of Regents of the University of Wisconsin System.

**6.0 PUBLICATION REQUIREMENTS:** Any publication resulting from this Agreement must include the following acknowledgement of support: “This material is based upon work supported by….” The University and/or the sponsoring government agency reserve a royalty-free, nonexclusive and irrevocable License to reproduce, publish, otherwise use and to authorize others to use the work for government purposes.

**7.0 LIABILITY:** The Contractor shall save, keep harmless and defend The State of Wisconsin, The Board of Regents of The University of Wisconsin System and all of its officers, employees and agents against any and all liability claims, costs of whatever kind and nature, for injury to or death of any person or persons, and for loss or damage to any property (state or other) occurring in connection with or in any way incidental to or arising out of the services performed under this Agreement.

**8.0 INSURANCE:** The Contractor performing services to the University shall: 1) Maintainworker's compensation insurance as requiredby Wisconsin Statutes for all employees engaged in the work; 2) Maintain all appropriate insurance, including auto liability, if using a vehicle in the performance of services under this agreement; and 3) Maintain commercial general liability insurance against any claim(s) which might occur in carrying out this Agreement. Minimum coverage shall be one million dollars ($1,000,000) liability for bodily injury and property damage including products liability and completed operations. Contractor shall add the Board of Regents of the University of Wisconsin System, its officers, agents and employees on behalf of the UW institution as an additional insured for liability coverage.

 Upon request by the University, the Contractor is required to provide a Certificate of Insurance, from an insurance company licensed to do business in the State of Wisconsin, with a minimum AM Best rating of A-, and signed by an authorized agent. A minimum 60 day cancellation notice is desired.

**9.0 EMPLOYMENT:** The Contractor, its officers, agents and employees (if applicable), in the performance of this Agreement shall act in the capacity of an Independent Contractor and not as an officer, employee or agent of the University. Contractor agrees that it shall take such steps as may be necessary to ensure that any subcontractor or contractor shall be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer or partner of the University.

**10.0 ENTIRE AGREEMENT:** This Agreement represents the entire agreement between the parties with respect to the subject matter hereof and supersedes any prior or contemporaneous agreement or understanding, whether in writing or oral.

**11.0 APPLICABLE LAW:** This Agreement shall be construed under the laws of the State of Wisconsin Jurisdiction and venue for any disputes under this agreement shall be in Dane County, Wisconsin. The Contractor shall at all times comply with and observe all federal and state laws, local laws, ordinances and regulations which are in effect during the period of this contract and which in any manner affect the work or its conduct.

**APPLICABLE FEDERAL RULES Agreement #** [XX-8XXX]

**COMPLIANCE WITH LAWS:**

 The contractor shall warrant and certify that in the performance of this agreement it has complied with or will comply with all applicable statutes, rules, regulations and orders of the United States, and any state or political subdivision thereof, including laws and regulations pertaining to labor, wages, hours and other conditions of employment. All materials, equipment, and supplies provided to the members must comply fully with all safety requirements, rules of the Industrial Commission on Safety, and all applicable OSHA Standards.

**DEBARMENT:**

Federal Executive Order (E.O.) 12549 “Debarment“ requires that all contractors receiving individual awards, using federal funds, and all subrecipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government. By signing this document, you certify that your organization and its principals are not debarred. Failure to comply or attempts to edit this language may disqualify your bid. Information on debarment is available at the following websites: [www.sam.gov](https://www.sam.gov/portal/public/SAM/) and <https://acquisition.gov/far/index.html> see section 52.209-6.

**DEVELOPMENT OF DISADVANTAGED SUPPLIERS:**

The University is committed to encouraging the development of minority, women-owned, and otherwise small and disadvantaged businesses. Contractor shall take reasonable efforts to subcontract with minority, women-owned and otherwise small and disadvantaged businesses.

**GENERAL PROVISIONS AND CERTIFICATIONS FOR GOVERNMENT CONTRACTS:**

The following clauses are applicable on solicitations and awards in support of Government Contracts and are hereby incorporated by reference into solicitations and any purchase orders with the same force and effect as if set forth in full text. To the extent that an earlier version of any such clause is included in the prime contract or subcontract under which solicitation or purchase order is issued, the date of the clause as it appears in such prime contract or subcontract shall be controlling and said version is incorporated herein. Where necessary to make the context of the Federal Acquisition Regulations (FAR) and Department of Defense Federal Acquisition Regulation Supplement (DFARS) clauses set forth in these General Provisions applicable to this solicitation or subcontract, the term “Contractor” shall mean “Subcontractor”, “Seller” or “Supplier”, the term “Contract” or “Subcontract” shall mean “Purchase Order”, the term “Government” shall mean “Buyer” or “University” and the term “Contracting Officer” shall mean “Buyer’s Purchasing Representative”. It is intended that the referenced clauses shall apply to Seller, the legal entity which contracts with the University under any solicitation or purchase order, in such manner as is necessary to reflect the position of Seller as a Supplier to the University, Buyer and legal entity issuing a solicitation or purchase order; to insure Seller’s obligations to the University and the United States Government; and to enable the University to meet its obligations under its prime contract or subcontract.

The clauses incorporated by reference may be found in the Federal Acquisition Regulations (FAR), or the Code of Federal Regulations (CFR). Copies may be purchased from the Superintendent of Documents, U.S. Government Printing Office, Washington, DC 20402, or see the following websites for more information: <https://www.ecfr.gov>

**FAR CLAUSES**

52.202-1 Definitions (Jan 2012)

52.204-2 Security Requirements (Aug 1996) (Alt. I) (Apr 1984)

52.204-7 Central Contractor Registration (Aug 2012)

52.204-23 Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018)

52.211-5 Material Requirement (Aug 2000)

52.211-15 Defense Priority and Allocation Requirements (Apr 2008)

52.215-16 Facilities Capital Cost of Money (June 2003)

52.215-17 Waiver of Facilities Capital Cost of Money (Oct 1997) (applicable when cost of money is not proposed)

52.223-10 Waste Reduction Program (May 2011)

52.223-11 Ozone Depleting Substances (May 2001)

52.223-12 Refrigeration Equipment & Air Conditioners (May 1995)

52.227-10 Filing of Patent Applications – Classified Subject Matter (Dec 2007)

52.227-11 Patent Rights - Ownership by Contractor (Dec 2007)

52.232-8 Discount for Prompt Payment (Feb 2002)

52.232-25 Prompt Payment (Oct 2008)

52.233-3 Protest After Award (Aug 1996) (Alt. I) (June 1985)

52.243-1 Changes – Fixed Price (Aug 1987) – Alt. II (Apr 1984)

52.244-6 Subcontracts for Commercial Items (Dec 2010)

52.245-1 Government Property (Apr 2012)

52.245-2 Government Property Installation Operation Services (Apr 2012)

52.245-18 Special Test Equipment (Feb 1993)

52.249-1 Termination for Convenience of the Government (Fixed Price) (Short Form) (Apr 1984)

52.249-8 Default (Fixed-Price Supply and Service) (Apr 1984)

52.251-1 Government Supply Sources (Apr 2012)

52.253-1 Computer Generated Forms (Jan 1991)

252.225-7001 Buy American Act and Balance of Payments Program (Mar 1998)

252.225-7002 Qualifying Country Sources as Subcontractors (Dec 1991)

252.225-7007 Trade Agreements Act (Sep 2001)

252.225-7009 Duty-Free Entry-Qualifying Country End Products and Supplies (Aug 2000)

252.225-7016 Restriction on Acquisition of Ball and Roller Bearings (Dec 2000)

252.227-7013 Rights in Technical Data and Computer Software (Nov 1995)

252.227-7026 Deferred Delivery of Technical Data or Computer Software (Apr 1988)

252.227-7027 Deferred Ordering of Technical Data or Computer Software (Apr 1988)

252.227-7030 Technical Data - Withholding of Payment (Mar 2000)

252.227-7037 Validation of Restrictive Markings on Technical Data (Sep 1999)

252.227-7039 Patents-Reporting of Subject Inventions (Apr 1990)

252.251-7000 Ordering from Government Supply Sources (May 1995)

2 CFR 200 Uniform Administrative Requirements, Cost Principles and Agreements

2 CFR 215 Uniform Administrative Requirements for Grants and Agreements With Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations (OMB Circular A-110)

**Applicable when fixed price is greater than $3,000**

52.222-3 Convict Labor (June 2003)

52.222-19 Child Labor – Cooperation with Authorities and Remedies (March 2012)

52.222-54 Employment Eligibility Verification (July 2012)

52.225-13 Restrictions on Certain Foreign Purchases (June 2008)

52.232-23 Assignment of Claims (Jan 1986)

**Applicable when fixed price is greater than $10,000**

52.222-20 Walsh-Healy Public Contracts Act (Oct 2010)

52.222-21 Prohibition of Segregated Facilities (Feb 1999)

52.222-22 Previous Contracts & Compliance Reports (Feb 1999)

52.222-26 Equal Opportunity (Mar 2007)

52.222-36 Affirmative Action for Workers with Disabilities (Oct 2010)

**Applicable when fixed price is greater than $30,000**

By submitting a signed proposal or quotation in response to the University’s solicitation, the supplier is providing a negative assurance in accordance with FAR 52.209-5 Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters. Certification in paragraph (a) of this clause is material representation of fact upon which reliance is placed when making any resulting award.

52.209-6 Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Dec 2010)

52.222-35 Affirmative Action for Special Disabled and Vietnam Era Veterans (Dec 2001)

52.222-37 Employment Reports on Veterans (Sep 2010)

252.231-7000 Supplemental Cost Principles (Dec 1991)

252.246-7000 Material Inspection and Receiving Report (Dec 1991)

 (Note: Not required for subcontracts for which the deliverable is a scientific or technical report)

**Applicable when price is greater than $150,000**

By submitting a signed proposal or quotation in response to the University’s solicitation, the supplier is providing positive assurance to the best of his or her knowledge and belief that on or after December 23, 1989:

1. No federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, loan, or cooperative agreement;
2. If any funds other than Federal appropriated funds (including profit or fee received under a covered federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any resulting purchase order; and
3. He or she will include the language in this assurance in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of $150,000 shall certify and provide disclosure accordingly.

Assurance and disclosure by submission of your signed proposal is a prerequisite for making or entering into any resulting purchase order imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than $10,000 and not more than $100,000, for each such failure.

52.203-3 Gratuities (Apr 1984)

52.203-5 Covenant Against Contingent Fees (Apr 1984)

52.203-6 Restrictions on Sub-Contractor Sales to the Government (Sep 2006)

52.203-7 Anti-Kickback Procedures (Oct 2010)

52.203-8 Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (Jan 1997)

52.203-9 Procurement Integrity-Service Contracting (Oct 1996)

52.203-10 Price or Fee Adjustment for Illegal or Improper Activity (Jan 1997)

52.203-12 Limitation on Payments to Influence Certain Federal Transactions (Oct 2010)

52.215-2 Audit and Records- Negotiation (Oct 2010) (Alt. II) (Apr 1998)

52.215-14 Integrity of Unit Prices (Oct 2010)

52.219-8 Utilization of Small Business Concerns (Jan 2011)

52.222-4 Contract Work Hours and Safety Standards Act - Overtime Compensation (Jul 2005)

52.222-35 Equal Opportunity for Veterans (Sep 2010)

52.222-37 Employment Reports on Veterans (Feb 2016)

52.223-2 Clean Air and Water (Apr 1984)

52.223-6 Drug-Free Workplace (May 2001)

52.227-1 Authorization and Consent (Dec 2007)

52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement (Dec 2007)

52.232.17 Interest (Oct 2010)

52.242-13 Bankruptcy (July 1995)

52.244-2 Subcontracts (Oct 2010) (Alt 1) (June 2007)

52.244-5 Competition in Subcontracting (Dec 1996)

52.246-2 Inspection of Supplies - Fixed Price (Aug 1996)

52.246-4 Inspection of Services - Fixed Price (Aug 1996)

52.246-24 Limitation of Liability-High Value Items (Feb 1997)

52.249-2 Termination for Convenience of the Government (Fixed Price) (Apr 2012)

252.203-7000 Statutory Prohibitions on Compensation to Former Department of Defense Employees (Dec 1991)

252.203-7001 Prohibition on Persons Convicted on Fraud or Other Defense Contract Related Felonies (Mar 1999)

252.242-7004 Material Management and Accounting System (Dec 2000)

252-247-7023 Transportation of Supplies by Sea (May 2002)

2 CFR 200.323(b) Profit is Fair and Reasonable

**Applicable when fixed price is greater than $500,000**

52.226-1 Utilization of Indian Organizations and Indian-Owned Economic Enterprises (Jun 2000)

52.230-2 Cost Accounting Standards (May 2012)

52.230-3 Disclosure and Consistency of Cost Accounting Practices (Oct 2015)

52.230-5 Cost Accounting Standards - Educational Institutions (May 2012)

52.230-6 Administration of Cost Accounting Standards (June 2010)

252.205-7000 Provision of Information to Cooperative Agreement Holders (Dec 1991)

252.219-7003 Small Business and Small Disadvantaged Business Subcontracting Plan (DOD Contracts) (Apr 1996)

**Applicable when fixed price is greater than $650,000**

52.219-9 Small Business Subcontracting Plan (Jan 2017)

52.219-16 Liquidated Damages – Subcontracting Plan (Jan 1999)

**Applicable when fixed price is greater than $700,000**

52.215-10 Price Reduction for Defective Cost or Pricing Data (Aug 2011)

52.215-12 Subcontractor Certified Cost or Pricing Data (Oct 2010)

52.215-13 Subcontractor Certified Cost or Pricing Data – Modifications (Oct 2010)

52.215-15 Pension Adjustment and Asset Revisions (Oct 2010)

52.215-18 Reversion or Adjustment of Plans for Postretirement Benefits (PRB) other than Pensions (PRB) (July 2005)

252.215-7000 Pricing Adjustment (Dec 1991)

**Applicable when fixed price is greater than $1,000,000**

52.222-26 Equal Opportunity Preaward Clearance (Sept 2016)

52.243-7 Notification of Changes (Apr 1984) (Note: Paragraph (b) - 30 days; paragraph (d) -60 days)

**Applicable when fixed price is greater than $5,000,000**

52.203-13 Contractor Code of Business Ethics and Conduct (Apr 2010)

52.203-14 Display of Hotline Posters (Dec 2007)

252.203-7002 Display of DOD Hotline Poster (Dec 1991)

1.0

TERMINATION OF CONTRACT:

This Agreement may be terminated in whole or in part in writing by either party provided that no

such termination may be effected unless the other party is given not less than thirty (30) days written notice of intent to t

erminate.

Final payment will be

adjusted to reflect actual work completed.

2.0

CHANGES:

The University may, from time to time, request changes in the scope of services to be performed by the Contractor in

this Agreement. These changes, including any increase or decrease in the amount

of compensation which are mutually agreed upon

by and between both parties, shall be incorporated in written modifications to this Agreement.

3.0

NONDISCRIMINATION IN EMPLOYMENT:

In connection with the performance of work under the Agreement, the Contra

ctor agrees

not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, ph

ysical

condition, sexual orientation, national origin, or developmental disability as defined in Wisconsin Statutes s.5

1.01(5). This provision

shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment

advertising;

layoff or termination; rates of pay or other form of compensation; and selection for trainin

g, including apprenticeship. The Contractor

further agrees to take affirmative action to ensure equal employment opportunities for persons with disabilities. The Contra

ctor

agrees to post in conspicuous place, available for employees and applicants for e

mployment notices to be provided by the contracting

officer setting forth the provisions of the nondiscrimination clause.

4.0

EXAMINATION OF RECORDS

: All records incurred under this Agreement are subject to audit by the University and/or the cognizant

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deral audit agency. The Contractor agrees to give government auditors access to its records where necessary to support costs

relating to this contract.

5.0

INTELLECTUAL PROPERTY:

T

he Contractor warrants that to the best of its knowledge all materials furnished and used are its

own original material or material which they have obtained permission to use for the purposes of this Agreement.

The Contractor and the University agree t

hat any data, inventions, discoveries and/or deliverables the Contractor generates during

the performance of this Agreement shall be the property of, and belong to, the Contractor. The Contractor grants the Universi

ty to a

royalty

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free, non

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exclusive, perp

etual license to use the deliverables provided under this Agreement for internal research and training

purposes. The University understands and acknowledges that the Contractor, through its employees, has knowledge, experience

and expertise in performing w

ork and analysis of the type to be provided under this Agreement, which has been acquired over a

substantial number of years prior to entering into this Agreement (“Contractor’s Background Intellectual Property”). The Cont

ractor

shall retain all rights to

such Contractor Background Intellectual Property. Nothing in this Agreement shall confer any right to

Contractor (UNM

) to

acquire by assignment or license, exclusive ownership or use of Contractor’s Background Intellectual Property.

6.0

PUBLICATION REQU

IREMENTS:

Any publication resulting from this Agreement must include the following acknowledgement of

support: “This material is based upon work supported by....” The University and/or the sponsoring government agency reserve a

royalty

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free, nonexclusive

and irrevocable License to reproduce, publish, otherwise use and to authorize others to use the work for

government purposes.

7.0

LIABILITY:

The Contractor shall save, keep harmless and defend The State of Wisconsin, The Board of Regents of The Universit

y

of Wisconsin System and all of its officers, employees and agents against any and all liability claims, costs of whatever kin

d and

nature, for injury to or death of any person or persons, and for loss or damage to any property (state or other) occurring

in connection

with or in any way incidental to or arising out of the services performed under this Agreement.

8.0

INSURANCE:

The Contractor performing services to the University shall: 1) Maintain

worker's compensation insurance as required

by Wisconsin

Statutes for all employees engaged in the work; 2) Maintain all appropriate insurance, including auto liability, if using a

vehicle in the performance of services under this agreement; and 3) Maintain commercial general liability insurance against a

ny

cla

im(s) which might occur in carrying out this Agreement. Minimum coverage shall be one million dollars ($1,000,000) liability

for

bodily injury and property damage including products liability and completed operations. Contractor shall add the Board of R

e

gents

of the University of Wisconsin System, its officers, agents and employees on behalf of the UW institution as an additional in

sured for

liability coverage.

Upon request by the University, the Contractor is required to provide a Certificate of Insu

rance, from an insurance company licensed

to do business in the State of Wisconsin, with a minimum AM Best rating of A

-

, and signed by an authorized agent. A minimum 60

day cancellation notice is desired.

9.0

EMPLOYMENT

:

The Contractor, its officers, ag

ents and employees (if applicable), in the performance of this Agreement shall act

in the capacity of an Independent Contractor and not as an officer, employee or agent of the University. Contractor agrees t

hat it

shall take such steps as may be necessary

to ensure that any subcontractor or contractor shall be deemed to be an independent

contractor and will not be considered or permitted to be an agent, servant, joint venturer or partner of the University.

10.0

ENTIRE AGREEMENT:

This Agreement represents the entire agreement between the parties with respect to the subject matter

hereof and supersedes any prior or contemporaneous agreement or understanding, whether in writing or oral.

11.0

APPLICABLE LAW:

This Agreement shall b

e construed under the laws of the State of Wisconsin Jurisdiction and venue for any

disputes under this agreement shall be in Dane County, Wisconsin. The Contractor shall at all times comply with and observe

all

federal and state laws, local laws, ordinan

ces and regulations which are in effect during the period of this contract and which in any

manner affect the work or its conduct.