

University of Wisconsin-Whitewater Service Agreement

This Service Agreement (“Agreement”) is entered into as of the date of last signature below (“Effective Date”) between the Board of Regents of the University of Wisconsin System on behalf of the University of Wisconsin-Whitewater, a public educational institution of the State of Wisconsin (“University”), and Constructed Wetlands Group, Inc. (“Sponsor”).

Whereas, the parties agree as follows:

1. Statement of Work

The Sponsor desires to have the University undertake a service project entitled “Genetic analysis of common reed (*Phragmites australis*)” (“Project”), in accordance with the scope of work described in Attachment A. The University agrees to use reasonable effort to perform the Project. The Sponsor acknowledges that the University makes no express or implied warranties for results of the Project.

2. Principal Investigator

The Project will be supervised by Nicholas Tippery, Department of Biological Sciences (“Principal Investigator”). If for any reason he/she 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 may be terminated as provided in Article 6.

3. Period of Performance

The period of performance of the Project shall commence on the Effective Date and end after 12 months (“Term”). The Term may be extended by mutual written agreement of the parties. This Agreement shall expire ninety (90) days after the Term ends.

4. Reimbursement of Costs

The University shall be reimbursed by the Sponsor for all direct and indirect costs incurred in connection with the Project in the amount of \$_____.00. A budget is attached as Attachment B. While it is estimated that this amount is sufficient to conduct the Project, 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.

5. Payment Schedule

This is a fixed-price agreement. Payment shall be made in accordance with the following schedule:

- 50% is due upon execution of the Agreement;
- 50% is due 30 days after the period of performance ends.

Checks shall be made payable to the Board of Regents of the University of Wisconsin System (ID #39-6006492) and sent to:

University of Wisconsin—Whitewater
Cashiers Office
P.O. Box 88
Whitewater, WI 53190

6. Termination

Performance under this Agreement may be terminated by the Sponsor upon sixty (60) days' written notice. Performance may be terminated by the University if circumstances beyond its control preclude continuation of the Project. Upon termination, the University will be reimbursed for all costs and non-cancelable commitments incurred in the performance of the Project and not yet paid for, such reimbursement together with other payments not to exceed the total amount 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 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.

7. Publicity

The parties will mutually agree on any press releases or other publicity related to the services performed under this Agreement.

8. Deliverables

The University shall furnish to the Sponsor the deliverables identified in Attachment A ("Deliverables"). The University shall make no claim to any such Deliverables provided in accordance with this Agreement.

9. Confidentiality

Unless otherwise required by law, the University will exercise reasonable effort to maintain in confidence proprietary information disclosed or submitted to the University by the Sponsor 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 Sponsor 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 Project. The obligations of the University under this Article 9 shall survive and continue for one (1) year after this Agreement ends.

10. Liability

The Sponsor agrees to hold the University, its officers, employees, or agents, harmless from any loss, claim, damage, or liability of any kind involving an officer, employee, or agent of the Sponsor arising out of or in connection with this Agreement, except to the extent that such loss, claim, damage, or liability is founded upon or grows out of the acts or omissions of any of the officers, employees, or agents of the University while acting within the scope of their employment where protection is afforded by ss. 893.82 and 895.46(1), Wis. Stats.

11. Warranties

THE UNIVERSITY MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE CONDITION OF THE DELIVERABLES, WHETHER TANGIBLE OR INTANGIBLE, OR DEVELOPED UNDER THIS AGREEMENT; OR THE MARKETABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE DELIVERABLES. THE UNIVERSITY SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, SPECIAL, OR OTHER DAMAGES SUFFERED BY ANY PERSON RESULTING FROM THIS PROJECT OR THEIR USE OF THE DELIVERABLES.

12. Equipment

Equipment, supplies, and materials purchased or produced under this Agreement shall be owned by the University, unless expressly stated otherwise herein.

13. Assignment

Neither party shall assign this Agreement to any third party 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.

14. 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 projects made independently under other grants, contracts or agreements with parties other than the Sponsor.

15. Independent Contractor

In the performances of all services under this Agreement, each party and its personnel 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 other party. 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 or make any contract, warranty, or representation as to any matter. Neither party shall be bound by the acts or conduct of the other.

16. Insurance

The University warrants and represents that it has adequate liability coverage, such protection being applicable to officers, employees, and agents while acting within the scope of their employment by the University.

17. 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:

****INSERT YOUR CONTACT INFORMATION HERE
(NAME, ADDRESS, PHONE, EMAIL)**

If to the University:

Technical Matters:

Nicholas Tippery
Department of Biological Sciences
University of Wisconsin—Whitewater
800 W. Main St.
Whitewater, WI 53190
262-472-1061
tipperyn@uww.edu

Administrative Matters:

Office of Research and Sponsored Programs
University of Wisconsin—Whitewater
800 W. Main St.
Whitewater, WI 53190
262-472-5212

18. Governing Law

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

19. Entire Agreement

Unless otherwise specifically provided, 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 superseded. No amendments or changes to this Agreement, including without limitation, changes in the statement of work, budget, 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 duly authorized.

**BOARD OF REGENTS OF THE
UNIVERSITY OF WISCONSIN
SYSTEM**

****ENTER YOUR NAME AND TITLE,
AND SIGN BELOW**

Signature

Name: _____

Title: _____

Date: _____

Signature

Name: _____

Title: _____

Date: _____

Attachment A

Scope of Work

Dr. Tippery will receive material from individual plants of *Phragmites australis* (“phragmites”), and these will be subjected to genetic analysis. Plant material should be mailed to arrive within two days of sending, and the sender should notify Dr. Tippery of the anticipated arrival date. Plants should be packaged to retain moisture (e.g., in a ziploc bag) while not having any liquid water visible in the container. Work has been budgeted to analyze plants for population genetic analysis, as defined below. The Sponsor should make clear which plants should be analyzed, by labeling the bags containing plant material and communicating with the Principal Investigator.

Population genetic analysis

DNA will be extracted from plant material using standard methods. Polymerase chain reaction will be conducted using primers that were developed previously (Saltonstall, 2003b) to amplify eight microsatellite markers (also known as simple sequence repeats, or SSRs). Amplified products will be analyzed on a capillary fragment analyzer along with standards of known size. Results will be provided as genotypes for all samples, for all eight microsatellite markers. In addition, a reference comparison to known genotypes in North America will be provided.

Reference

Saltonstall, K. (2003b). Microsatellite variation within and among North American lineages of *Phragmites australis*. *Molecular Ecology*, 12(7), 1689-1702.

Attachment B
Budget

****FILL IN THE QUANTITY OF SAMPLES TO BE ANALYZED, AND CALCULATE THE TOTAL COST**

| Analysis | Price per unit | Quantity | Line total |
|---|----------------|----------|------------|
| Population genetic analysis – setup charge | \$95 | n/a | \$95 |
| Population genetic analysis – per sample charge | \$65 | | |
| | | TOTAL: | |