

ACADEMIC SUPPORT SERVICE or PERSONAL SERVICE AGREEMENT

STANDARD TERMS AND CONDITIONS

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, and an opportunity for consultation with the terminating party prior to termination. Final payment will be adjusted to reflect actual work completed.

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

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, developmental disability as defined in Wisconsin Statutes s.51.01(5) or national origin. 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.

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.

COPYRIGHT: The Contractor affirms that to the best of its knowledge all materials furnished and used are its own original material or material which they have obtained the copyright to use for the purposes of this Agreement. Written copies of copyright clearances may be required by the University.

The Contractor agrees that the copyright and 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.

PUBLICATION REQUIREMENTS: Any publication resulting from this Agreement must include the following acknowledgement of support, whether copyrighted or not: "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.

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.

INSURANCE: The Contractor may be required to show evidence of financial responsibility by providing certificate of insurance for worker's compensation and liability coverage as determined by UW System Administration Risk Management Office. Liability coverage shall include the Board of Regents of the University of Wisconsin System on behalf of the UW institution as additional named insureds.

EMPLOYMENT: This Agreement does not and shall not create nor imply an employee/employer relationship between the Contractor and the University.