

## 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. 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 are mutually agreed upon by and between both parties, shall be incorporated in written modifications to this agreement. The University reserves the right, without amendment, to reduce contractor compensation payable per this agreement for prior unmet obligations to the University.

**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.

**CHILD ABUSE OR NEGLECT:** On December 19, 2011, Governor Scott Walker signed Executive Order #54 that states "all University of Wisconsin System (UWS) professors, administrators, coaches, and other UWS employees shall report child abuse or neglect immediately if the employee, in the course of employment, observes an incident or threat of child abuse or neglect, or learns of an incident or threat of child abuse or neglect, and the employee has reasonable cause to believe that child abuse or neglect has occurred or will occur". A child "means a person who is less than 18 years of age".

With your Academic Support Service Agreement with the University of Wisconsin System and UW-La Crosse, you become a mandated reporter per Executive Order #54. If, in the course of your training responsibilities, you observe an incident or threat of child abuse or neglect, or learn of an incident or threat of child abuse or neglect, you are required to report it. Please report your concerns of child abuse and neglect to the UW-La Crosse Police Services at 608-789-9000. Inform them that you're calling to make a report of suspected child abuse or neglect and indicate the UW-La Crosse campus unit and contact person who contracted with you. Police Services will work directly with the campus unit to gather any further required information.

**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 parties agree that Contractor's work under this Agreement is a "work for hire" and that the owner of such 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, including the copyright, to The Board of Regents of the University of Wisconsin System.

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: "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-La Crosse Risk Management Office. Liability: Liability coverage shall include the Board of Regents of the University of Wisconsin System on behalf of the UW institutions as additional named insureds.

**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.

**COVERAGE OF VENDORS AND CONTRACTORS:** To the maximum extent feasible, any agreement with a vendor or contractor whose employees, affiliates, or volunteers will have routine or unsupervised access to vulnerable populations (minors or medical patients) in the course of the contract must include a representation from the vendor or contractor stating that these employees, affiliates, or volunteers have satisfied a criminal background check conducted by a criminal background check vendor selected by the contractor that includes a check of the vendor's proprietary national criminal background check database.