

**Research Agreement  
By & Between  
University of Wisconsin-Madison  
& City of Racine**

This research 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-Madison - College of Engineering (“University”), a public educational institution of the State of Wisconsin and the City of Racine (“Racine”), a Wisconsin Municipal Corporation of the State of Wisconsin.

Whereas, the research program contemplated by this Agreement is of mutual interest and benefit to the University and to Racine, 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, the parties agree as follows:

**1. Statement of Work**

Racine desires to have the University undertake a research project entitled "Advancing Autonomy in Public Transportation" in accordance with the scope of work described in Attachment A (Research Project). The University agrees to use reasonable efforts to perform the Research Project. Racine acknowledges that the University makes no express or implied warranties for results of the Research Project.

**2. Principal Investigator**

The Research Project will be supervised by David A. Noyce (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 Racine is not available, this Agreement may be terminated as provided in Section 6.

**3. Period of Performance**

The period of performance of the Research Project shall commence on the Effective Date and end after twelve (12) months. The period of performance may be extended by mutual written agreement of the parties. This Agreement shall expire ninety (90) days after the period of performance ends. Terms which by their nature are intended to survive shall not be affected by expiration or termination of this Agreement.

**4. Project Costs**

Racine shall pay the University the amount of two hundred fifty thousand U.S. dollars (\$250,000) for performance of the Research Project. The City's contribution to Research Project costs shall be utilized exclusively for Research Project capital costs. A detailed budget is provided in Attachment B. While it is estimated that this amount is sufficient to procure Research Project related capital equipment, the University may submit to Racine a revised budget requesting additional funds for capital costs. Racine is not liable for any cost in excess of the amount specified in Attachment B without written authorization from Racine. University shall contribute the amount of two hundred fifty thousand U.S. dollars (\$250,000) in cash and/or in kind contribution of time, materials, other transportation

projects, and waived indirect costs for performance of the Research Project. University's contributions shall include research staffing. The Parties shall seek additional cash and/or in kind contribution of two hundred fifty thousand U.S. dollars (\$250,000) from Gateway Technical College, which shall include or be dedicated to staffing, students, and space.

## **5. Payment Schedule**

Invoices payable by Racine shall be submitted to:

Kathleen Fischer, Finance Department  
City of Racine  
730 Washington Avenue  
Racine, WI 53403  
262-636-9598  
[kathleen.fischer@cityofracine.org](mailto:kathleen.fischer@cityofracine.org)

This is a fixed-price agreement and at completion of the Research Project the University shall retain any unexpended balance. The University will submit invoices periodically as capital expenditures are required.

Payment is due within thirty (30) days from receipt of the invoice. Checks shall be made payable to the Board of Regents of The University of Wisconsin System (ID #39-6006492) and sent to:

UW-Madison GAR Account  
Research and Sponsored Programs  
Drawer 538  
Milwaukee, WI 53278-0538

For identification purposes, each payment shall include the invoice number and award number as referenced on the invoice.

## **6. Termination**

Performance under this Agreement may be terminated by any party upon sixty (60) days written notice to the other. Upon termination, the University will be reimbursed for all allowable costs expended but unpaid to date and non-cancelable commitments incurred in the performance of the Research Project but not yet paid for.

In the event a party breaches or defaults in any of the terms or conditions of this Agreement, the other party can provide the breaching or defaulting party with written notice that the breaching or defaulting party has thirty (30) days to remedy the breach or default. If the party fails to remedy such breach or default, 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, and such termination shall be effective as of the date of the receipt of such notice.

In the event this Agreement is terminated by the University, the ownership of all inventions and data created during the course of the Research Project shall be determined according to the Intellectual Property Agreement to be negotiated and entered into pursuant to Section 7. In the event this Agreement is terminated by Racine, all inventions and data created during the course of the Research Project shall be owned by the University.

## **7. Intellectual Property**

This Agreement shall become effective on the date that Racine and the Wisconsin Alumni Research Foundation (“WARF”), the University’s designated patent management organization negotiate and enter into an Intellectual Property Agreement establishing terms related to ownership of inventions conceived and reduced to practice in the performance of the Research Project and other intellectual property rights addressing copyrights, trademarks, inventions, patents, data and licenses.

## **8. Publication**

The University and its employees have the right, at their discretion, to release information or to publish any data, writings, or material resulting from the Research Project or to use such in any way for its educational and research purposes. All such publications shall acknowledge the City of Racine. The University shall furnish Racine with a copy of any proposed publication in advance of the proposed publication date and grant Racine thirty (30) days for review and comment and to remove confidential information. Within this period, Racine may request the University, in writing, to delay such publication for a maximum of an additional sixty (60) days in order to protect the potential patentability of any invention described therein. Such delay shall not, however, be imposed on the filing of any student thesis or dissertation. Any presentation or publication associated with the Research Project shall occur in collaboration with the City of Racine.

## **9. Publicity**

The parties will mutually agree on any press releases or other publicity relating to the Research Project.

## **10. Reports**

The University shall furnish to Racine periodic letter reports during the term of this Agreement summarizing the research being conducted. A final report setting forth the accomplishments and significant research findings shall be prepared by the University and submitted to Racine within ninety (90) days after the expiration of the period of performance.

## **11. Office**

The University shall maintain an office in the City of Racine during the term of this Agreement.

## **12. Confidentiality**

Unless otherwise required by law, the parties will exercise reasonable effort to maintain in confidence proprietary information disclosed or submitted to the other party that is designated in writing as confidential information at the time of disclosure (Confidential Information). Confidential Information does not include information which:

- a. is available in the public domain or becomes available to the public through no act of the receiving party; or
- b. is independently known prior to receipt thereof or is 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. is made available to the receiving party as a matter of lawful right by a third party; or
- d. is required to be disclosed by applicable law.

The University retains the right to refuse to accept Confidential Information that is not considered to be essential to the completion of the Research Project. The obligations under this paragraph shall survive and continue for one (1) year after this Agreement ends.

The Parties recognize that applying applicable Wisconsin public records laws to particular records requests can be difficult, in light of patent, copyright and other confidentiality protections. To ensure that applicable laws are followed, both with regard to private rights, and with regard to public records laws, the Parties agree to the following protocol. When any Party receives public records requests for matters that the Party believes might be proprietary or Confidential Information, the Party shall promptly notify the other Party of the request. If for any reason the Party receiving the request concludes that it is obligated to provide a record to a requestor, the Party shall delay release of the requested records for a period of five business days, if permitted by law, to allow the other Party the opportunity to take any action authorized by law to protect the confidentiality of the records.

## **13. Liability**

Each party agrees to hold the other party harmless from any loss, claim, damage, or liability arising out of or in connection with its own actions under 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 other party while acting within the scope of their employment. For University, this is where protection is afforded by Wis. Stat. §§ 893.82 and 895.46(1).

## **14. Warranties**

THE UNIVERSITY MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE CONDITION OF THE RESEARCH PROJECT OR ANY INVENTION(S), PRODUCT(S), OR RESULT(S), WHETHER TANGIBLE OR INTANGIBLE, CONCEIVED, DISCOVERED, OR DEVELOPED UNDER THIS

AGREEMENT; OR THE OWNERSHIP, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE RESEARCH PROJECT OR ANY SUCH INVENTION(S), PRODUCT(S), OR RESULT, OR THAT THE USE OF ANY SUCH INVENTION(S), PRODUCT(S), OR RESULTS WILL NOT INFRINGE ANY PATENT, COPYRIGHT, TRADEMARK, OR OTHER PROPRIETARY RIGHTS.

**15. Equipment, Supplies and Completed Product**

Equipment, supplies, and materials purchased under this Agreement shall be owned initially by the University. In consideration of Racine's capital contributions to the Research Project, Racine will own all completed Products produced in conjunction with the Research Project, including: multi-passenger vehicle and other associated equipment and materials, together with Product documentation, except that inventions and data will follow the provisions of the Intellectual Property Agreement (*see* Section 7). The multi-passenger vehicle and other associated equipment and materials may be integrated into, and deployed as part of, Racine's Public Transit System.

**16. Assignment**

Neither party may assign this Agreement to another without the prior written consent of the other party; however, Racine may assign this Agreement to a successor in ownership of all or substantially all its business assets, provided that such successor expressly assumes in writing the obligation to perform in accordance with the terms and conditions of this Agreement. Any other purported assignment shall be void.

**17. 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 Racine.

**18. 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; and 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 any contract, warranty, or representation as to any matter. Neither party shall be bound by the acts or conduct of the other.

**19. Insurance**

The University warrants and represents that it has adequate liability coverage applicable to officers, employees, and agents while acting within the scope of their employment by the University. The University has no liability insurance policy that can extend protection to any other person.

**20. 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 Racine:***

**Racine Technical Matters:**

William Martin, Office of the Mayor  
City of Racine  
730 Washington Avenue  
Racine, WI 53403  
262-636-9111  
William.Martin@CityofRacine.org

**Racine Administrative Matters:**

Kathleen Fischer, Finance Department  
City of Racine  
730 Washington Avenue  
Racine, WI 53403  
262-636-9598  
[kathleen.fischer@cityofracine.org](mailto:kathleen.fischer@cityofracine.org)

***If to the University:***

**University Technical Matters:**

David A. Noyce  
Professor/Associate Dean, College of Engineering  
2205 Engineering Hall  
1415 Engineering Dr.  
Madison, WI 53706  
danoyce@wisc.edu  
608-265-1882

**University Administrative Matters:**

Research and Sponsored Programs  
21 N Park Street, Suite 6401  
Madison, WI 53715  
[contracts@rsp.wisc.edu](mailto:contracts@rsp.wisc.edu)  
(608) 262-3822

**21. Governing Law**

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

**22. Counterparts and Facsimile**

This Agreement may be executed in any number of counterparts, each of which is deemed to be an original, but which together shall constitute but one instrument. This Agreement shall be considered accepted once it has been executed by both parties. A signature delivered by facsimile or electronic means will be considered binding for each party.

**23. Entire Agreement**

This Agreement embodies the entire understanding between the University and Racine for this Research 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, total estimated cost, and period of performance, shall be effective unless made in writing and signed by authorized representatives of the parties.

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

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

\_\_\_\_\_  
Name:  
Title:  
Date: \_\_\_\_\_

**CITY OF RACINE**

\_\_\_\_\_  
Name:  
Title:  
Date: \_\_\_\_\_

## **Attachment A Scope of Work**

The Racine Automated Vehicle (AV) Research project scope of work is described below:

1. Purchase, Calibration, Setup of Society of Automotive Engineers (SAE) Level 3/Level 4 AV shuttle: UW-Madison will obtain the required administrative approvals to purchase a SAE Level 3/Level 4 shuttle. Following the approvals, UW-Madison will develop and issue a Request for Proposal (RFP) for the purchase of a AV shuttle. UW-Madison will execute the purchase and delivery of the AV shuttle. The shuttle will be prepared for the opening ceremony by registering the shuttle in Wisconsin.
2. Opportunities for training of Gateway Technical College students in AV technology, route setup, vehicle operation: In collaboration with the chosen AV shuttle vendor, UW-Madison will coordinate the training of Gateway Technical College students in various aspects of AV operation and maintenance. These could include training operators, training engineering staff to build routes, testing routes extensively, and making sure all collaborators are prepared for deployment.
3. Closed course testing of AV shuttle possibly in MGA Research testing facility: Before deploying the AV shuttle on public roads, UW-Madison will coordinate closed course testing of the AV shuttle in a closed course setting. A possible facility is the MGA Research Corporation's testing facility in Burlington.
4. Demonstrations of AV shuttle across the state at Wisconsin Rural Partners event, tribes, other cities: In collaboration with the City of Racine, UW-Madison will enable demonstrations of the AV shuttle.
5. The University will maintain an office in the City of Racine to fulfill the tasks of this Agreement.



## **Attachment B Budget**

### **EQUIPMENT**

\$ 250,000 for purchase of the AV shuttle and associated peripherals necessary to receive data remotely for AV system.

Estimate above is based on recent quotes and equipment will be procured according to UW purchasing guidelines and procedures. The budget above includes shipping/local transit and travel in Wisconsin related to receiving/delivery/calibration of AV shuttle.

### **INDIRECT COSTS**

No indirect costs are being charged for this project, per the City of Racine policy and/or exception from UW-Madison.

### **MATCH**

The project match shall be met through a combination of cash and in-kind contributions including salary, fringe, waived F&A, and other transportation related projects.