



## Wisconsin National Primate Research Center Terms and Conditions

The Wisconsin National Primate Research Center (WNPRC), a center of the University of Wisconsin-Madison, offers service in support of research. The WNPRC reserves the right to decline any task that is determined by the University not to be in the best interests of the University of Wisconsin System and the State of Wisconsin.

All Service Agreements entered into by WNPRC are subject to these Standard Terms and Conditions unless specifically agreed to otherwise in writing by the WNPRC.

### 1. Pricing and Payment Terms and Payment Schedule

The WNPRC shall be paid the amount specified on the Service Agreement.

### 2. Acceptance of Proposal

WNPRC's receipt of a signed Service Agreement or other form of a signed written contractual agreement constitutes Service Recipient and WNPRC's acceptance of the proposed scope of work, price, and terms and conditions.

### 3. Payment Schedule

WNPRC will provide an invoice to the Service Recipient. The Service Recipient shall make payments to the WNPRC within 30 days of receipt of invoice.

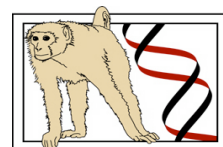
-Checks shall be made payable to Wisconsin National Primate Research Center.

### 4. Termination

The Service Recipient upon sixty (60) days written notice may terminate performance under this Agreement; performance may be terminated by the WNPRC if circumstances beyond its control preclude continuation of the Service. Upon termination by the Service Recipient, WNPRC will be reimbursed for all costs and non-cancelable commitments incurred in the performance of the Service and not yet paid for, such reimbursements together with other payments not to exceed the total estimated project cost specified in the service agreement. In the event that either party hereto shall commit any breach of or default in any of the terms or conditions of the Agreement, and also fail to remedy such default or breach within thirty (30) days after 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.

### 5. Publicity

Neither party shall use the name of the Service Recipient, the WNPRC, nor of any member of the WNPRC's staff in connection with any products, promotion, or advertising without the prior written approval of the other party. This shall not include internal documents available to the public that identify the existence of the Agreement.



Notwithstanding the restrictions above, and in recognition of the support provided to WNPRC by the National Institutes of Health, which allows WNPRC to provide such Services, any publication resulting from the Services provided by WNPRC under this Agreement shall contain the following acknowledgement: "This publication was made possible (or "This publication was made possible in part") by Grant Number P51 RR000167 from the National Center for Research Resources (NCRR), a component of the National Institutes of Health (NIH), to the Wisconsin National Primate Research Center, University of Wisconsin-Madison. This research was conducted (or "This research was conducted in part") at a facility constructed with support from Research Facilities Improvement Program grant numbers RR15459-01 and RR020141-01. This publication's contents are solely the responsibility of the authors and do not necessarily represent the official views of NCRR or NIH."

## **6. Liability**

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

## **7. Warranties**

The WNPRC makes no warranties, expressed or implied, as to any matter whatsoever, including, without limitation, the condition of the service, whether tangible or intangible, or developed under this agreement; or the ownership, marketability, or fitness for a particular purpose of the service or product. The University shall not be liable for any direct, indirect, consequential, special or other damages suffered by any person resulting from this Service.

## **8. Assignment**

Either party may assign this Agreement to a successor provided that such successor shall expressly assume in writing the obligation to perform in accordance with the terms and conditions of this Agreement. Neither party shall otherwise assign this Agreement to another without the prior written consent of the other party. Any other purported assignment shall be void.

## **9. Independent Contractor**

In the performances of all services hereunder:

- The WNPRC 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 Service Recipient.
- 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.

## **10. Insurance**

The University warrants and represents that it has adequate liability protection, such protection being applicable to officers, employees, and agents while acting within the scope of their employment by the University. The University has no liability insurance policy as such that can extend protection to any other person. Each party hereby assumes any and all risks of personal injury and property damage attributable to the negligent acts or omissions of that party and the officers, employees, and agents thereof.

## **11. Governing Law**

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