1.0 INTRODUCTION

The University of Wisconsin-Stout, a public assisted university, has primary responsibility for instruction, research and public service. The public supports the University because it is recognized as an asset to society in countless ways, including supplying graduates to business and industry for jobs created and maintained in a free enterprise system. Graduates enter the workforce in many roles in private commerce and industry, government and education. New knowledge is disseminated through the literature and other media.

It is in the public interest to encourage integrative and cooperative interactions between the university, industry and other agencies. Under its designation as a special mission institution and in fulfilling its instructional, research and public service obligations, UW-Stout enters into numerous contractual arrangements. Those contracts provide direct and indirect funds, augmenting those from the public. Such collaboration is of mutual benefit: It enhances the University's primary missions of instruction, research and public service; benefits society through closer contact with faculty, staff and students; and generates and applies new knowledge through research.

In order to bring about such cooperation between the University, industry and the public, mechanisms must be developed which recognize and are consistent with the missions and policies of each of those involved. Several mechanisms have been conceived and initiated, ranging from unrestricted grants to sponsored research, to major development centers.

Because the missions of those involved are different, it is necessary to establish principles of interaction, which accommodate each party in a fair and reasonable way. The University needs an organization which manages these interactions consistently and professionally.
It is the purpose of this policy to establish an orderly process for the initiation of contracts within the provisions of UW System Financial and Administrative Policies, and to assure that the commitments of the University are within its mission, meet all legal requirements and are realistically achievable within internal and external constraints of its resources (personnel, program, equipment, facilities and budget).

References:
- UW-Stout Policy 76-3, Facility Use
- UW-Stout Policy 07-61, Criminal Background Checks
- UW-Stout Policy 13-72, Mandatory Reporting of Child Abuse and Neglect
- UW-Stout Policy 16-79, Minor Protection and Adult Leadership

2.0 PRINCIPLES

2.1 Any interactive mechanism or contract with government, industry or other private or public agencies or parties must provide a stated benefit to the University's missions of instruction, research or service.

2.2 The interactive mechanism or contract must be in concurrence with the mission and policies of the University.

2.3 The rights and interests of both parties must be fully recognized. All arrangements will be governed by a principle of fairness.

2.4 The University must keep the public informed and describe the benefits of the interactions to the public on a continuing basis.

2.5 The University must at all times require that the highest ethical and professional standards be followed.

2.6 Fees should normally recover all expenses, direct and indirect. Where applicable, guidelines set forth in UW-Stout Administrative Policies 76-3, Facility Use, and 82-31, Rate & Fee Setting, shall be considered.

2.7 Reference should be made to applicable policy papers on patents and royalties.

2.8 The University faculty and staff will be fully informed of these principles of interaction, will have participated in the formulation of related University policy, and will know their responsibilities if they become involved.

2.9 To the extent possible, the interests of the United States will also be considered in the patenting of inventions.
3.0 STATEMENT OF POLICY

The following policies are adopted by the University of Wisconsin-Stout in order to facilitate the administration of contracts and meet the requirements of Wisconsin Statutes, UW Board of Regents policies, and other appropriate UW administrative policies and procedures. See Appendix 1 for definitions of terms used in this policy.

3.1 All contracts for the procurement of goods and services from outside agencies are to be processed and approved through normal University procurement channels via the purchase requisition process. That is, they are to have the approval of the administrator of the account from which the funds are to be disbursed and other appropriate administrators (as with purchase requisitions) and are to be forwarded to the University Purchasing Department for processing in accordance with procurement rules and regulations. Necessary information must be furnished to facilitate procurement. The purchasing agent should be consulted prior to any discussions with outside agencies regarding procurement of goods and services. Note: A contract for the purchase of goods or services is not binding on the University until approved by the purchasing agent.

3.2 All contracts requiring a documented agreement for rendering of goods and/or services which are an extension or part of a University department or unit function are to be reviewed and approved according to terms of this policy document unless specifically exempted in Appendix 2. Appendix 2 lists exemptions from the review process and lists the individuals to whom contracting authority is delegated.

Every contract must have a scope of work which includes a statement of purpose and the contract's objectives as they relate to the mission of the University, an assurance that performance under the terms of the contract will not conflict with ongoing programs within the University, reasons for the fees assessed and how the amount was determined, and the planned use of the proceeds.

Parties interested in entering into a contractual agreement must begin by developing the contractual document itself. When possible, a contract template should be used. Standard agreement and contract templates are available from Research Services. Other templates are available from the related department. Available templates are listed at Appendix 3. UW-Stout’s Research Services will also accept for review, contracts provided by the outside sponsor. Stout's Research Services staff will review the document, modify the language, if necessary, to fit the particular circumstances, and proceed as outlined in 3.3 below. Questions regarding specific legal issues, insurance, and other related technical matters could be directed to the Research Administrator.

3.3 Review and Approval Process for Contracts

3.3.1 Initiator of contract (staff member, department head, etc.). In conjunction with Research Services, prepare contract for campus signature routing.

3.3.2 Department Chair or Unit Supervisor. Review commitments outlined in the contract and concur by signing.

3.3.3 Dean's Office. Determine that programmatic commitment is in alignment with the basic function of the proposing unit and that physical facilities, equipment, and academic support services have been considered.
3.3.4 Division Administrator. Assure that the program is in accordance with the mission of the University.

3.3.5 Office of Vice Chancellor for Administrative and Student Life Services. The Office of Vice Chancellor for Administrative and Student Life Services is the designated contracting authority for the University of Wisconsin-Stout. The Vice Chancellor is the authorizing official for UW-Stout except where specific designations have been made as identified in Appendix 2. It is also the responsibility of the Vice Chancellor to verify that all terms of the contracts are enforced.

3.3.6 Research Administrator. The Research Administrator is responsible for:

a. Ensuring that the terms of the contracts or agreements adequately provide for insurance, legal, and fiscal matters and that it is appropriate for the University to enter into such an arrangement within the constraints of UW System and University practices.

b. Routing all contracts for campus approval and signatures.

c. Managing contract files.

d. Making necessary distributions, including a copy to the University Business Office for billing and receipting purposes.

e. Reporting to the Board of Regents in accordance with UW System Financial and Administrative Policy #2, with copies to the Chancellor and division administrators.

3.3.7 The Board of Regents, (when contract exceeds $500,000) as outlined in UW System Financial and Administrative Policy #2.

3.4 Responsibility for carrying out the terms of the contract rests within the respective administrative channels with the Deans being responsible for all activities conducted within their respective units.

3.5 Patent and Royalty Considerations
Funds received through new discoveries made by researchers at UW-Stout are split according to UW-Stout policy 04-63 “Standard Revenue Split with WiSys.”

3.6 Copyrights
Copyrights which University employees obtain on their original works shall belong to the employee, except in those instances where an employee's normal workload is reduced in recognition of an assigned writing task to produce copyrightable material. Further, when copyrights are the subject of agreements between the University and extramural sponsors. University employees must cooperate in honoring all contractual commitment.
3.7 Publication
No agreement shall be entered into with any extramural sponsor which prohibits the right of a University employee to publish the results of research. The University and its employees have an obligation to assure that research results are made known to the general public when, in the opinion of the author and the University, it is appropriate to do so. Where legally required, provisions in the agreement will allow for short delays in the dissemination of results; for example, 90 days in the case of need to file for patents.

APPENDICES

Appendix 1: Definition of Terms

Appendix 2: Delegated Contracting Authority (intranet login required)

Appendix 3: Contract and Agreement Templates (intranet login required)

If you have questions or comments, email parq@uwstout.edu

Return to Sequential Index
University of Wisconsin-Stout Policy

CONTRACT MANAGEMENT POLICY

APPENDIX 1: DEFINITION OF TERMS

The terms defined below provide consistency in the use of the Contract Management Policy:

Grant. A grant represents a mutual joining of interests on the part of the grantor and grantee institution in the pursuit of common objectives. In this relationship, the grantee institution assumes with the grantor the obligation to act in the public interest in achieving a common purpose. This is a relationship of trust which imposes upon the grantee institution the responsibility to assume that the grant funds are utilized for the purpose for which they were awarded, and to exercise the same probity and prudence in their expenditure that is extended to the use of the grantee institution's own funds.

Contract. A contract is a promise between two or more parties which usually involves the procurement of goods and services by one party or parties and the rendering of goods and services by the other party or parties. Contracts can be fixed-price contracts, cost-plus fixed fee contracts, cost-reimbursement contracts, or cost-sharing contracts.

*NOTE: A grant is distinguished from a contract in that a grant does not constitute the procurement of goods and services. The grant is a unilateral act. The primary concern in the grant award is the identification of public value to be gained through the grant and the capability of the grantee to advance such value. It is important to note this distinction since the legal implications associated with contracts are quite different than those associated with grants.