

**MEMORANDUM OF UNDERSTANDING BETWEEN THE:
City of Whitewater, the Whitewater Community Development Authority, Whitewater University
Technology Park, and
University of Wisconsin Whitewater
CONCERNING USE AND OPERATIONS OF THE WHITEWATER INNOVATION CENTER AND
TECHNOLOGY PARK**

This Memorandum of Understanding (hereinafter "Agreement") is made by and between the City of Whitewater (City), the Whitewater Community Development Authority (CDA), the Whitewater-University Technology Park, Inc., (Tech Park Board), and the University of Wisconsin-Whitewater (University) (collectively the Parties).

WHEREAS, the parties seek to cooperate in the growth, operation, and use of the City of Whitewater Innovation Center (Innovation Center) and Technology Park located at 1221 Innovation Dr, Whitewater, WI 53190.

NOW, THEREFORE, it is hereby agreed to as follows:

**ARTICLE I
TERM OF AGREEMENT**

1.01 Initial Term. The term of this Agreement shall be for three years beginning June 30, 2024 or date of final signature by all parties, and ending on June 30, 2027 or three years from date of final signature, unless sooner terminated in accordance with this Agreement or in furtherance of the parties' rights and remedies in the event of a material breach or default.

1.02 Extension of Term. The Agreement shall automatically be renewed on a yearly basis unless a party notifies the other Parties in writing within 180 calendar days of its intent not to extend the Agreement.

**ARTICLE II
COMMITMENTS AND UNDERSTANDINGS**

2.01 Party Commitments and Understandings

- (a) The Tech Park Board shall reconstitute itself into an Advisory Panel consisting of three persons: The designated representative of the University, the designated representative of the City, and the designated representative of the CDA.
- (b) The CDA, City, and University all want to be informed and share updates regarding the Whitewater University Innovation Center. For the purpose of ensuring stakeholder communications, the Advisory Panel shall meet from time to time, preferably no more than 4x / per year.
- (c) The City and CDA hereby grant to the University the exclusive use of two (2) Innovation Center Suites that equals approximately 2,400 sq. ft., which consists of one lab suite (120) and one regular office suite (118). The University may use 118 or 120 for purposes of providing Innovation Center Services. The University shall have the exclusive right to use this designated space and/or authorize other individuals to use this space as long as such

use is consistent with the overall use and operation of the Innovation Center. The University will have the sole right to receive any and all revenue or income generated from this designated space either through its own use or the use of another authorized party.

- (d) The City/CDA shall designate an office space in the Innovation Center for the City staff.
- (e) The City/CDA shall provide the following property management services for the Innovation Center:
 - a. Designating a front desk and/or office space (Suite 110) for City of Whitewater Staff or contractor for property management, up to 50% of the time during Innovation Center business hours.
 - b. Drafting leases to execute with tenants.
 - c. Providing keys, mailroom services (with CESA), a kitchen, meeting spaces, and coordination with the City facilities team for resolving issues such as water leaks, noise, heat, HVAC maintenance, broken doors, etc.
 - d. Providing information technology services, including managing the audiovisual equipment in Suite 105A/B, the upstairs conference room, and Suite 115 until rented.
 - e. Administering a meeting space and sign up system.
 - f. Providing marketing services to advertise the Innovation Center. The City will manage the marketing contract, tech park website, social media, etc. using the City Innovation Center budget.
- (f) The City/CDA shall meet regularly for financial oversight, facility use, and business development. This includes addressing referrals for the growth of the center, the technology park, connections to the city and alignment of programs

2.02 University Commitments – Innovation Services

- (a) The University hereby agrees to assign a University employee to serve as the program director of the Innovation Center up to 50% of the time that the Innovation Center is open for business. The program director may be at the center with a designated office, on campus, and/or virtual. The University shall pay the program director's salary and benefits. The University will provide office equipment and furnishings, as needed, for the program director's space at the Innovation Center.
- (b) The University shall provide the following programs and services at the Innovation Center.
 - a. Assist growing businesses with on-demand coaching, referrals, etc.
 - b. Act as a liaison for Innovation Center tenants to the University when they need students, interns, project, research, etc.
 - c. Assist businesses with navigating the Entrepreneurial Support Organizations (ESO) and Innovation Support Organizations (ISO) by leading, participating, referring and hosting events.
 - d. Promote the Innovation Center in the community, attract or refer events to Whitewater or the Innovation Center, and find potential tenants for the Innovation Center.
 - e. Engage in marketing efforts, such as establishing programs, create an event budget, maintain and update the Innovation Center website, engage on social

media to promote the Innovation Center and related events, organize events, give presentations or contract with speakers, facilitate businesses in obtaining memberships in various organizations, maintain a digital board, and other similar activities.

- f. Maintain the University Suites 118 and 120 and common area spaces.
- g. Budget: manage university innovation services budget
- h. IT: Fiber, up to 3 VOP, guest internet as needed, digital board
- i. Furnish the University spaces and provide vendor machines.
- j. Assist businesses with economic development plans and refer to the City and CDA as appropriate.

(c) The University shall provide the Innovation Center with the IT Firewall, guest access, and other support as deemed necessary and reasonable.

(d) These services are considered an educational outreach program of the University, in accordance with Wis. Stat. § 36.01, and is contingent upon the availability or appropriation of funds. If funds become unavailable, the University will provide the Board with written notice of any reduction or termination of these services.

ARTICLE III TERMINATION

3.01. Termination. This Agreement may be terminated by any party upon sending written notice of such termination no less than one hundred twenty days (120) from the date of termination. Upon receipt of notice, the parties will work together to develop a process under which the separation of services and commitments will occur in a professional and efficient manner.

ARTICLE IV EQUAL OPPORTUNITIES

4.01. Discrimination. All parties, and their officials, employees and representatives, hereby agree to abide by all applicable federal, state and local laws, codes and ordinances relating to equal opportunities and non-discrimination. Without limiting the generality of the foregoing, all parties covenant that they will not discriminate against any individual either in an employment or educational capacity at the Innovation Center or the Technology Park on the basis of any federal or state protected status or class.

ARTICLE V ECONOMIC DEVELOPMENT AUTHORITY OF THE UNITED STATES GRANT REQUIREMENTS

5.01. Grant Requirements. While the grant is now paid off, all parties agree that the operation and use of the Innovation Center and Technology Park may still be subject to certain grant requirements established by the Economic Development Authority of the United States. All parties agree to abide by said grant requirements and to work cooperatively to modify, alleviate, or remove said requirements as the need arises.

**ARTICLE VI
MISCELLANEOUS**

6.01. Governing Law. The laws of the State of Wisconsin (and, where applicable, Federal law due to the EDA grant funding) shall govern the interpretation and enforcement of this Agreement.

6.02 Supersedes Prior Agreements. This Agreement shall supersede and replace all prior agreements and understandings, oral or written, between the Parties related to the management and use of the Whitewater University Technology Center located at 1221 Innovation Dr, Whitewater, WI 53190.

**ARTICLE VII
SUCCESSORS AND ASSIGNS**

7.01. Successors and Assigns. Except as expressly granted herein, no party shall assign its rights or obligations under this Agreement to any other party without a mutually written addendum executed by all parties to this Agreement.

**ARTICLE VIII
AMENDMENT**

8.01. Amendment. This Agreement shall not be amended, changed, modified or altered without the written consent of all parties hereto and no modification, alteration or amendment to this Agreement shall be binding until such modification, alteration, or amendment is reduced to writing and executed by all parties to this Agreement. Any proposed amendment to this Agreement shall be provided in writing, along with a memorandum in support of the amendment, to all parties to this agreement fifteen (15) days prior to final action on the amendment by any party.

**ARTICLE IX
COUNTERPARTS**

9.01. Counterparts. This Agreement may be signed in any number of counterparts with the same effect as if the signatures thereto and hereto were on the same instrument.

**ARTICLE X
SEVERABILITY**

10.01. Severability. If any specific term or provision herein is adjudicated to be unenforceable against either party, such decision shall not automatically render this entire Agreement null or void. Rather, the unenforceability of one or more terms, clauses or paragraphs in this Agreement shall not affect the enforceability of the remaining terms herein.

**ARTICLE XI
THIRD PARTY BENEFICIARIES**

11.01. Third Party Beneficiaries. This Agreement is entered into for the sole and exclusive benefit of the parties hereto. No third party shall have, obtain, or derive from this Agreement any rights or other

By: _____ President-Common Council Date

By: _____
John Weidl, City Manager Date

**CITY OF WHITEWATER
COMMUNITY DEVELOPMENT AUTHORITY**

By: _____
Chair CDA Date