

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

include all: CITY, CDA/Tech Park and UWW – SUGGESTED MARCH 2024

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) hereinafter at times referred to as the "Board", and the University of Wisconsin-Whitewater (University) (collectively the Parties), hereinafter at times referred to as the "University.

WHEREAS, the parties seek to cooperate for the growth of all the stakeholders in the growth operation, and use of the City of Whitewater Innovation Center (Innovation Center) and Technology Park.

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 both 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 either party notifies the other Parties in writing within 180thirty (30) calendar days of their intent not to extend the Agreement.

ARTICLE II  
COMMITMENTS AND UNDERSTANDINGS

2.01 Board Commitments — Oversight (See other MOU and transfer items to this section) **Party Commitments and Understandings**

(a) The Tech Park Board shall dissolve and reformulate itself as the Tech Park Advisory Board (Advisory Board) with at least one member from the City, the CDA, the Tech Park Board, and the University.

(a)(b) The City and CDA Board/Advisory Council hereby grants 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 UWW/University-Director may be in 118 or 120. 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

**Commented [TE1]:** The entire MOU is written with an assumption we have dissolved or recreated the Tech Park Board. The names of the entities get confusing. We need to clarify terms.

**Commented [JK2]:** Include all: CITY, CDA/Tech Park and UNIVERSITY – SUGGESTED MARCH 2024

**Commented [TE3]:**

**Commented [TE4]:** Parties, change to Tech Park Advisory Board?

**Commented [JK5R4]:** It is collectively the Parties, meaning all parties.

**Commented [TE6]:** All parties, not both

**Commented [JK7R6]:** Good catch

**Commented [TE8]:** Too short to make transitions and adjustments. UWW recommends up to 6 months. Also adjust the language to be clear when the 6 months starts /ends

**Commented [JK9R8]:** Done.

**Commented [TE10]:** This whole section does not need to be in the MOU. The MOU is with the new entity and covered in 6.02. (Perhaps move to beginning?)

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**Commented [TE11]:** Agree, only 2 offices.

through its own use or the use of another authorized party. ~~If revenue is generated then revenue shall be used for Innovation Center operational expenses.~~

~~a. Currently 218, 118, 120, 122~~

~~b. Recommended: minimum 2+ offices, 1 for students and student groups and 1 for faculty start ups/Mentors and cubby for director – use 115, 118 and cubby 218 or 220~~

(b)(c) The ~~Board/Council~~City/CDA shall designate an office space for the City staff.

~~a. Currently 110~~

~~b. Recommended: City goes to 110 and covers front area~~

(e)(d) The ~~Advisory Board~~ shall work cooperatively with the ~~City/CDA~~City for property management. This includes:

a. Greeter / security: designate a front desk and/or office space for City of Whitewater Staff or contractor for property management up to 50%.

b. Management facilities: leases, keys, mailroom (with CESA), kitchen, meeting spaces and coordination with city facilities team for things such as water leak, noise, heat, door issues, etc.

~~c. IT Services: UWWUNIVERSITY will continue with VPN and conduct audit by January 2024 (approximately \$15,000 / year)-The city will manage the equipment in 105A/B, upstairs conference room and 115 until rented, camera's, HVAC, etc.~~

~~d. Meeting space and sign up system: The cCity will administer the meeting space systemis master administrator, 50% of tenants have access, including UWWUNIVERSITY. UWWUNIVERSITY is like all tenants and still has access to common area spaces and coordinate with new city team~~

e. Marketing: City team member manages the marketing contract, tech park website, social media, etc, using the city innovation center budget.

f. City Budget: managed by city team member.

(d)(e) The ~~Board/Council~~CDA shall meet quarterly for financial oversight, facility use, and business development. This includes 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 manager of the ~~Innovation Services on the current .5 FTE. This will be at the center with designated office + on campus and/or virtual.~~ The University shall pay the employee's salary and benefits. The University will provide office equipment and furnishings, as needed, for the program director's space at the Innovation Center.

- ~~Programs: Programming for tenants, students, faculty, citizens~~
  - Assist growing businesses with on-demand coaching, referrals, etc.
  - Liaison for tenants to the University when they need students, interns, project, research, etc.
  - Navigate the Entrepreneurial Support Organizations (ESO) and Innovation Support Organizations ( ISO\_by leading, participating, referring and hosting
- Outreach: promote center, bring in or refer events, refer potential ~~tenants~~tenants

**Commented [TE12]:** Delete last sentence. MOU does not dictate how the monies are spent.

**Commented [JK13R12]:** Agreed.

**Commented [JK14]:** a.Currently 218, 118, 120, 122  
b.Recommended: minimum 2+ offices, 1 for students and student groups and 1 for faculty start ups/Mentors and cubby for director – use 115, 118 and cubby 218 or 220

**Commented [JK15]:** c.Currently 110  
d.Recommended: City goes to 110 and covers front area

**Commented [TE16]:** Marketing: (add) This is in the Innovation Center budget.

**Commented [JK17R16]:** Agreed.

**Commented [TE18]:** Questions: What entity will meet? When does the Advisory group/board meet and does it impact this meeting?

**Commented [JK19R18]:** Changed to just CDA

**Commented [TE20]:** This is reordered and clarified this section

- Marketing: program, event budget, innovation center website, social, events, speaking, memberships, digital board et
- Offices: UVA UNIVERSITY Suites 118 and 120 and use of common area spaces
- Budget: manage university innovation services budget
- IT: Fiber, up to 3 VOP, guest internet as needed, digital board
- Furniture: UVA UNIVERSITY has their own, vendor machines through university
- City Economic Development: assist and refer as appropriate

**Commented [TE21]:** This website is separate from the Tech Park website. The University can manage for at least one year and the advisory group revisit.

**Commented [TE22]:** This needs to be reviewed and approved

**Commented [JK23R22]:** I am assuming this is the University?

TRANSITION PLAN: 3 months of coordination

(b) The University shall provide the Whitewater University Innovation Center with the IT Firewall, guest access, and ~~other support~~, as deemed necessary and reasonable ~~for xxx years~~. ~~(See IT Assessment)~~.

(c) ~~The University will manage the business incubation program and provide services as described in the Inventory of Business Incubation Services, (Appendix C).~~ 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.

**Commented [TE24]:** DELETE SECTION It is on-demand services and referrals. All listed under programming. In 2.02.

**Commented [JK25R24]:** I think just the first sentence has to go.

**ARTICLE III  
TERMINATION**

**3.01. Termination.** This Agreement may be terminated by either 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.

**Commented [TE26]:** These dates need to be in alignment / extension and termination

**Commented [JK27R26]:** It says the Parties will work together to develop a process.

**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.** Both parties agree that the operation and use of the Innovation Center and Technology Park is subject to certain grant requirements established by the Economic Development Authority of the United States. Both parties agree to abide by said grant requirements.

**Commented [TE28]:** Grant is done and paid for...

**Commented [JK29R28]:** Did the grant requirements terminate with the grant?

**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.

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**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 benefits or interests under any laws or otherwise, except as specifically stated herein.

**ARTICLE XII  
EXCULPATORY PROVISION**

12.01. **Exculpatory Provision.** The parties to this Agreement expressly acknowledge and agree that, anything herein to the contrary notwithstanding, no officer, director, employee, agent, or officials (elected or appointed) of any party hereto shall have any personal liability or obligation arising out of this Agreement, and no party hereto shall make any claims to the contrary.

**ARTICLE XIII  
RULES OF CONSTRUCTION/CONDUCT**

13.01. **Rules of Construction/Conduct.** The parties to this Agreement acknowledge and agree that the terms herein were negotiated in good faith and represent the intent of the parties. In the course of negotiations, each party has been represented by a practicing attorney, and that accordingly rules of interpretation that signify that an agreement shall be construed against the drafter shall not apply. In addition, the parties acknowledge and agree that they shall endeavor to resolve any and all issues that may arise under this Agreement in the spirit of cooperation consistent with the intent of this Agreement with the aim of benefiting the entire Whitewater area community and the University of Wisconsin-Whitewater.

By signing below, the signatories hereby represent that they have full authority to execute this Agreement and thereby bind their respective entities to the terms of this Agreement. Upon execution, this Agreement shall be in force and effect as stated herein.

WHITEWATER UNIVERSITY TECHNOLOGY PARK BOARD

By: \_\_\_\_\_  
Dr. Corey King, President

\_\_\_\_\_  
Date

Commented [TE30]: Which entity gets listed?

Commented [JK31R30]: I do not understand your question. This is the signature page for all parties to the MOU.

By: \_\_\_\_\_  
John Weidl, Vice President                      Date

UNIVERSITY OF WISCONSIN-WHITEWATER

By: \_\_\_\_\_  
Dr. Corey King, Chancellor                      Date

CITY OF WHITEWATER

By: \_\_\_\_\_  
President-Common Council                      Date

By: \_\_\_\_\_  
John Weidl, City Manager                      Date

CITY OF WHITEWATER  
COMMUNITY DEVELOPMENT AUTHORITY

By: \_\_\_\_\_  
Chair CDA    Date

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

