

**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.

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 their intent not to extend the Agreement.

**ARTICLE II
COMMITMENTS AND UNDERSTANDINGS**

2.01 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.
- (b) 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 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 through its own use or the use of another authorized party.
- (c) The City/CDA shall designate an office space for the City staff.

- (d) The Advisory Board shall work cooperatively with the City/CDA 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: 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 city will administer the meeting space system
 - 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.
- (e) The /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
- Marketing: program, event budget, innovation center website, social, events, speaking, memberships, digital board et
- Offices: 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: UNIVERSITY has their own, vendor machines through university
- City Economic Development: assist and refer as appropriate

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

(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.

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.

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.

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 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.

**CITY OF WHITEWATER
COMMUNITY DEVELOPMENT AUTHORITY**

By: _____
Chair CDA **Date**