

**MEMORANDUM OF UNDERSTANDING BETWEEN THE:
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 Whitewater-University Technology Park, Inc., hereinafter at times referred to as the “Board”, and the University of Wisconsin-Whitewater, hereinafter at times referred to as the “University.”

WHEREAS, the parties seek to cooperate for the growth of all the stakeholders in the operation and use of the City of Whitewater 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 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 in writing within thirty (30) calendar days of their intent not to extend the Agreement.

**ARTICLE II
COMMITMENTS**

2.01 Board Commitments – Oversight (See other MOU and transfer items to this section)

(a) The 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 Director may be in 118, 120 or in cubicle in 218 or 220. 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. 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) The Board/Council shall designate an office space for the City staff.

- a. Currently 110
 - b. **Recommended:** City goes to 110 and covers front area
- (c) The Board shall work with the 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: UWW will continue with VPN and conduct audit by January 2024 (approximately \$15,000 / year); city will manage the equipment in 105A/B, upstairs conference room and 115 until rented
 - d. Meeting space and sign up system: City is master administrator, 50% of tenants have access, including UWW. UWW is like a tenant and still has access to common area spaces and coordinate with new city team
 - e. Marketing: City team member manages contract, tech park website, social media, etc.
 - f. City Budget: managed by city team member, coordinated with accounting
- (d) The Board/Council 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: tenant, students, faculty, citizens
- Outreach: promote center, bring in events, refer potential tenants
- Marketing: program, event budget, website, social, events, speaking, memberships, digital board et
- Offices: UWW Suites 4 to 2 + director cubby or in 128, referrals from marketing
- Talent attraction: Students (interns, co-ops, hires, research)
- Navigate ESO / ISO network: lead, participate, host
- Budget: manage university innovation services budget
- IT: Fiber, VOP, guest internet, digital board
- Furniture: UWW has their own, vendor machines through university
- City Economic Development: assist and refer as appropriate

TRANSITION PLAN: 3 months of coordination

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

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.

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,

