

Research Mentor Training

Wisconsin Center for Education Research Fee for Service Agreement

This agreement is between the Board of Regents of the University of Wisconsin System, on behalf of the University of Wisconsin-Madison's Wisconsin Center for Education Research ("WCER"), and **Texas A&M University**, a member of The Texas A&M University, an agency of the State of Texas ("Sponsor").

Whereas, the parties agree as follows:

1. Statement of Work

The Sponsor desires to have WCER undertake a Training Session entitled **Research Mentor and Mentee Training** ("Training") on **October 10, 2019** in accordance with the scope of work described in Exhibit A. WCER agrees to use reasonable effort to perform the Training. The Sponsor acknowledges that WCER makes no expressed or implied warranties for results of the work.

2. Principal Investigator

The work will be supervised by **Dr. Christine Pfund** ("Principal Investigator") of the **Center for the Improvement of Mentored Experiences in Research (CIMER)**. If for any reason she is unable to continue to serve as principal investigator and a successor, acceptable to both WCER and the Sponsor, is not available, this agreement shall be terminated as provided in Article 6.

3. Period of Performance

As described in Exhibit A.

4. Cost of Training

The cost for this training is **\$16,800**. While it is estimated that this amount is sufficient to conduct the Training, WCER may submit to the Sponsor a revised budget requesting additional funds. The Sponsor is not liable for any cost in excess of the amount specified herein without written authorization from the Sponsor.

5. Payment Schedule

This is a fixed-price agreement. Payment shall be made in accordance with the following:

- An invoice for **\$16,800** will be sent upon execution of this contract
- Sponsor will have 30 days to pay invoice after receipt of invoice

The invoices will be sent to:

Debra Fowler
dfowler@tamu.edu

Checks shall be made payable to the Board of Regents of the University of Wisconsin System (ID #39-1805963) and sent to:

**Wisconsin Center for Education Research
1025 West Johnson Street, Rm 242
Madison, WI 53706**

6. Cancellation and Termination

Performance under this Agreement may be terminated by the Sponsor upon sixty (60) days written notice. Performance may be terminated by WCER if circumstances beyond its control preclude continuation of the Training. If Sponsor cancels or reschedules an event with less than sixty (60) days' notice, WCER will be reimbursed for non-cancelable costs and commitments incurred in the performance of the Training and not yet paid for, such reimbursement together with other payments not to exceed the total estimated Training cost specified in Article 4. In the event a facilitator is unable to host your training due to an emergency, CIMER will make reasonable efforts to find an equally qualified facilitator. A substitution of facilitators in the event of an emergency is not grounds to cancel or reschedule a training. The non-cancelable costs are as follows:

Time	Cancellation	Rescheduling
14-59 days prior to the event	\$500 + non-refundable travel costs	50% of the cancellation fees
0-14 days prior to the event	\$2000 + non –refundable Travel costs	

In the event that either party hereto shall commit any breach of or default in any of the terms or conditions of this Agreement, and also shall fail to remedy such default or breach within thirty (30) days after receipt of written notice thereof from the other party hereto, the party giving notice may, at its option and in addition to any other remedies which it may have at law or in equity, terminate this Agreement by sending notice of termination in writing to the other party to such effect, and such termination shall be effective as of the date of the receipt of such notice.

7. Publicity

The parties will mutually agree on any press releases or other publicity related to the services performed under Agreement.

8. Copyright Ownership and Distribution of Materials

WCER and the Board of Regents of the University of Wisconsin System, on behalf of CIMER, own the copyrights of all works provided for CIMER training services or has secured appropriate permissions.

CIMER Mentor/Mentee Training Curricula: CIMER mentor/mentee training curricula ("CIMER Curricula") are based upon the curriculum in the publication *Entering Mentoring*

(Pfund, Branchaw, and Handlesman, 2014) and are used/adapted with permission from W.H. Freeman/Macmillan Learning. Copyrights for the CIMER Curricula are managed by CIMER and the WCER on behalf of each work's respective author[s]. The user of the CIMER Curricula shall have and is hereby granted a limited license to copy and distribute the CIMER Curricula for personal and educational in-service uses only. Any use of the CIMER Curricula shall maintain the provided attribution[s]. Any use of the CIMER Curricula beyond this limited license requires express written permission from CIMER.

CIMER Mentor/Mentee/Facilitator Training Workshops. CIMER offers workshops for mentor, mentee, and facilitator training ("CIMER Workshops"). CIMER Workshop materials, including participant materials and PowerPoint presentations are copyright of the Regents, on behalf of CIMER. CIMER Workshop materials should not be copied, modified or distributed without express written permission from CIMER. Use of facilitator workshop materials are subject to additional terms and conditions. Please contact CIMER for more information.

CIMER and the CIMER logo, are trademarks of the Board of Regents of the University of Wisconsin System (collectively the "CIMER Trademarks"). Any use of the CIMER Trademarks shall inure to the benefit of WCER. Sponsor acknowledges that WCER may, from time-to-time, issue trademark and copyright use guidelines and policies in order to maintain the proper use and integrity of the CIMER Trademarks and CIMER Works and the quality of WCER services and products. Sponsor shall assist WCER in implementing any trademark and copyright use guidelines for all uses by Sponsor.

9. Confidentiality

Unless otherwise required by law, WCER will exercise reasonable effort to maintain in confidence proprietary information disclosed or submitted to WCER by the Sponsor that is designated in writing as confidential information at the time of disclosure ("Confidential Information"). Confidential Information does not include information which:

- is generally available in the public domain or becomes available to the public through no act of WCER; or
- is independently known prior to receipt thereof or is discovered independently by an employee of WCER who had no access to the information supplied by the Sponsor under this Agreement; or
- is made available to WCER as a matter of lawful right by a third party.

WCER retains the right to refuse to accept any such information which is not considered to be essential to the completion of the Training. The obligations of WCER under this Article 9 shall survive and continue for one (1) year after this Agreement ends.

10. Liability

The Sponsor agrees, to the extent permitted by law, to hold WCER, its officers, employees, or agents, harmless from any loss, claim, damage, or liability of any kind involving an officer, employee, or agent of the Sponsor arising out of or in connection with this Agreement, except to the extent that such loss, claim, damage, or liability is founded upon or grows out of the acts or omissions of any of the officers, employees, or agents of WCER.

while acting within the scope of their employment where protection is afforded by ss. 893.82 and 895.46(1), Wis. Stats. WCER agrees to hold harmless Sponsor from any claim, damage, liability, expense or loss arising out of WCER's negligent or intentional acts or omissions in performance under this Agreement.

11. Warranties

WCER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE CONDITION OF THE DELIVERABLES, WHETHER TANGIBLE OR INTANGIBLE, OR DEVELOPED UNDER THIS AGREEMENT; OR THE MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THE DELIVERABLES. WCER SHALL NOT BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, OR OTHER DAMAGES SUFFERED BY ANY PERSON RESULTING FROM THIS PROJECT OR THEIR USE OF THE DELIVERABLES.

12. Equipment

Equipment, supplies, and materials purchased or produced under this Agreement shall be owned by WCER.

13. Assignment

Neither party shall assign this Agreement to another without the prior written consent of the other party; however, the Sponsor may assign this Agreement to a successor in ownership of all or substantially all its business assets, provided that such successor shall expressly assume in writing the obligation to perform in accordance with the terms and conditions of this Agreement. Any other purported assignment shall be void.

14. Independent Inquiry

Nothing in this Agreement shall be construed to limit the freedom of researchers who are participants in this Agreement, whether paid under this Agreement or not, from engaging in similar trainings made independently under other grants, contracts or agreements with parties other than the Sponsor.

15. Independent Contractor

In the performances of all services under this Agreement, each party and its personnel shall be deemed to be and shall be an independent contractor and, as such, shall not be entitled to any benefits applicable to employees of the other party. Neither party is authorized or empowered to act as agent for the other for any purpose and shall not on behalf of the other enter into or make any contract, warranty, or representation as to any matter. Neither party shall be bound by the acts or conduct of the other.

16. Insurance

WCER warrants and represents that it has adequate liability coverage, such protection being applicable to officers, employees, and agents while acting within the scope of their employment by WCER.

17. Notices

Notices and communications hereunder shall be deemed made if given by email or registered or certified envelope, postage prepaid, and addressed to the party to receive such notice, invoice, or communication at the address given below, or such other addresses as may hereafter be designated by notice in writing.

If to Sponsor:

Debra Fowler, Director Center for Teaching Excellence at Texas A&M University
dfowler@tamu.edu

If to the WCER:

Leah Nell Adams, CIMER Assistant Director
1025 W. Johnson Street
Madison, WI 53706
leah.nell.adams@wisc.edu

18. Governing Law

Intentionally deleted.

19. Counterparts and Facsimile

This Agreement may be executed in any number of counterparts, each of which is deemed to be an original, but which together shall constitute but one instrument. This Agreement shall be considered accepted once it has been executed by both parties. A signature delivered by facsimile or electronic means will be considered binding for each party.

20. Non-Waiver. WCER expressly acknowledges that Sponsor is an agency of the State of Texas and nothing in this Agreement will be construed as a waiver or relinquishment by Sponsor of its right to claim such exemptions, privileges, and immunities as may be provided by law.

20. Entire Agreement

This Agreement embodies the entire understanding between WCER and the Sponsor for this Training, and any prior or contemporaneous representations, either oral or written, are superseded. No amendments or changes to this Agreement, including without limitation, changes in the statement of work, total estimated cost, and period of performance, shall be effective unless made in writing and signed by authorized representatives of the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by proper persons duly authorized.

**BOARD OF REGENTS OF THE
UNIVERSITY OF WISCONSIN
SYSTEM**

Signature

Robert Gratzl

Name

Assistant Director of Contracts

Title

9/24/2019

Date

SPONSOR

Signature

ROBERT C. BOUNDS

DIRECTOR, PROCUREMENT SERVICES
Name

Title

13 SEP 2019

Date

Exhibit A – Scope of Work

The **Center for Improvement of Mentored Experiences in Research** (CIMER) will provide a one-day training session consisting of a one-hour keynote, a 3-hour mentor training, and 3 sessions of 3-hour mentee trainings called collectively " **Research Mentor and Mentee Training** " on **10-10-19**. CIMER will provide two facilitators for the trainings. The allowed number of participants will be up to 30 mentors for the mentor session and up to 30 mentees for each of 3 mentee sessions for a total of 90 mentee participants. Facilitator time, travel expenses, preparation, CIMER Assessment platform-based evaluation, archiving, and program management will be provided by CIMER for the Training Session.

Texas A&M University is responsible for the following:

- Registration of participants for the training
- Providing list of registrants to CIMER
- Duplication of training handouts/materials for all participants (if desired)
- Facility administration and costs (finding a training location and paying any rental fee)
- Meals & beverages provided to participants during the trainings (if applicable)
- Providing and paying for the AV equipment
- Any other expenses for the facility or participants