

COLLABORATION & USE AGREEMENT

This Collaboration and Use Agreement (the “*Agreement*”) is made by and between the Board of Regents of the University of Wisconsin System on behalf of the University of Wisconsin-Milwaukee (“*UWM*”) and the City of Milwaukee (the “*City*”) and is effective as the date that it is fully executed (the “*Effective Date*”).

RECITALS

WHEREAS, UWM currently occupies space in its Joseph J. Zilber School of Public Health (“*ZSPH*”), located at 1240 North 10th Street, Milwaukee, WI 53205 (the “*Building*”);

WHEREAS, the establishment of UWM’s ZSPH was prompted by the need to conduct research to enhance the state of public health, particularly in urban areas;

WHEREAS, the Milwaukee Health Department (“*MHD*”), a department of the City, is strongly committed to the goal of collaborating in the pursuit of research to improve health and sanitation conditions within its urban boundaries and eliminate health disparities;

WHEREAS, both the ZSPH and the MHD core missions and values seek to address social and health inequities in Milwaukee and do so through community engagement and research;

WHEREAS, the location of various research and community outreach components of MHD (for example, MHD’s Policy, Innovation & Engagement Office) will facilitate the pursuit of research grants that are intended to address recognized public health challenges and public health education needs peculiar to urban settings in the Milwaukee area;

WHEREAS, UWM will benefit from the presence of MHD in the Facility because it will present unique opportunities for research collaborations, joint grant submissions as well as reciprocal subgrantee engagements;

WHEREAS, both UWM and the City have concluded that their missions can best be served by entering into this Agreement for the use of space.

NOW, THEREFORE, in consideration of the fees and mutual benefits to both parties, it is agreed as follows:

1. **Negotiation of Projects.** UWM and the City agree to undertake active discussions for future research projects and outreach service activities involving UWM faculty and students as investigators and researchers. While this Agreement is premised on the Parties’ agreement to negotiate those future projects in good faith, this Agreement creates no obligation on behalf of either Party to enter into or execute any agreement relating to such future research projects or outreach service activities, if such negotiations are unsuccessful. Any such projects or activities will be set forth in a separate written agreement between the Parties.
2. **License to Use Facilities.**
 - a. **Shared Facilities.** UWM hereby grants to the City a limited, non-exclusive license (the “*License*”) to use the Facilities (defined below) for the purposes of planning and

conducting research as described above, including any joint research projects agreed upon by the Parties. Such use shall at all times be consistent with UWM and UW System Board of Regents' policies, and all other applicable federal or state laws. The City shall have the non-exclusive right to use those portions of the Building which are provided for common use by UWM, such as entrances, lobbies, fire vestibules, restrooms, elevators, stairs, hallways, and similar access ways and service ways (such areas are collectively referred to herein as the "Common Areas"). The manner in which the Common Areas are maintained and operated shall be at the reasonable discretion of UWM. UWM reserves the right to close temporarily, make alterations or additions to, or change the Common Areas; provided that no such changes shall be permitted which materially reduce the City's rights or access to the Facilities hereunder.

- b. **Description of Facilities.** The facilities collectively consist of a 2,200 square foot space located on the second floor of the Building (the "**Facilities**"). The Facilities are detailed in the floor plan attached as Exhibit A.
- c. **Utilities and Other Inclusions.** In providing the Facilities under this Agreement, UWM shall also include the following services/utilities: building heat and air conditioning, hot, cold, and chilled water, electricity, office rubbish removal, and janitorial services, but only to the extent normally available in the Facilities.

The fees provided for under this Agreement shall not entitle the City to utilize any mailroom services, UWM's mailing permit, or UWM's tax exempt identification number unless expressly provided herein. This Agreement also shall not entitle the City to use any phone, internet, or other electronic communication systems, or any other services in connection with the Facility, such as photocopiers and/or printers. All installations or modifications of the Facility shall be subject to the written prior approval of UWM. The City is also expressly prohibited from using UWM's name in any transaction or in the procurement of any service or benefit ordinarily available to a subunit of UWM.

UWM will be responsible for disposing of normal trash items. Notwithstanding the terms of Section 2g below, the City shall be responsible for the lawful and offsite disposal of any laboratory materials, wastes, or equipment used or generated by the City at the Facilities that cannot be disposed of in normal trash (by way of example only, hazardous materials, debris contaminated with hazardous materials, and potentially dangerous equipment such as lasers and x-ray equipment).

- d. **Non-transferability of License.** No rights conferred by this License may be assigned, pledged, or otherwise disposed of by the City, directly or indirectly, to any other entity, person, organization, or corporation.
- e. **Administration of Facilities.** The Facilities and facility within which they are located is not ordinarily available for use by any entity or party except a subunit of UWM or another State of Wisconsin governmental unit. The Facilities shall be administered on a continuing basis by the Dean of the ZSPH. UWM and the City shall each designate a representative who is authorized to act on behalf of their respective organizations in matters relating to this Agreement (each a "**Representative**").

UWM Representative

Amy E. Harley, Acting Dean
Joseph J. Zilber School of Public Health, UW-Milwaukee
Physical: 1240 N. 10th Street, Milwaukee, WI 53205
Mailing: PO Box 413, Milwaukee, WI 53201-0413
p. 414-227-4342 | f. 414-227-3002
harley@uwm.edu

City Representative

[INSERT CONTACT INFORMATION]

- f. **Condition of Facilities.** The City's use of the Facilities shall conform to standards of repair, orderliness, neatness, sanitation, and safety acceptable to UWM and applicable to UWM's faculty and students. The City is not permitted to alter the fixtures or substantially change any portion of the Facilities without the prior written consent of UWM. UWM shall be responsible for maintenance and capital repairs on structural and mechanical systems. Upon abandonment, termination, revocation, or cancellation of this Agreement, the City shall within thirty (30) days remove all personal property, structures, and improvements except those owned by UWM and shall restore the premises to the condition when use by the City began, unless otherwise agreed upon in writing, ordinary wear and tear excepted. If the City fails to remove all such structures or improvements within the thirty (30) day period, they shall become the property of UWM, but that will not relieve the City of liability for the cost of their removal and restoration of the site. UWM warrants and represents to the City that UWM has no knowledge of the presence or of the release, now or in the past, of any Hazardous Materials (as has been defined) on the Facilities.
- g. **Hazardous Materials.** The City shall not, without prior written consent of UWM, cause or permit, knowingly or unknowingly, any Hazardous Material(s) to be brought or remain upon, kept, used, discharged, leaked, or emitted in or about, or treated at, in, or upon the Facilities. The City covenants and agrees that throughout its occupancy of the Facilities the City will at all times be in strict compliance with all Environmental Regulations (defined below) that pertain to the use and storage of Hazardous Materials. The City shall indemnify, protect, defend, and hold UWM harmless from all claims, liens, losses, damages, and expenses, including without limitation reasonable attorneys' fees and expenses, administrative proceedings, and costs of remediation, clean-up, and detoxification arising out of the City's breach of this environmental covenant or the City's violation of any Environmental Regulations (defined below) during the term of this Agreement. The foregoing indemnity shall not apply to any condition that existed prior to the time the City first occupied the Facility or which is caused by or results from the acts of others, including UWM. The obligations of the City hereunder shall survive the termination of this Agreement.

"Hazardous Material(s)" means any hazardous, toxic, biological or radioactive substance, material, matter or waste which is or becomes regulated by any federal, state, or local law, ordinance, order, rule, regulation, code, or any other governmental restriction or requirement (the "Environmental Regulations"), and shall include asbestos, petroleum products, and the terms "Hazardous Substance" and "Hazardous Waste" as defined in the Comprehensive Environmental Response Compensation and Liability Act ("CERCLA") as amended, 42 U.S.C. §9601 et seq., the Resource Conservation and Recovery Act ("RCRA"), as amended, 42 U.S.C. §6901 et seq., and all environmental protection statutes of the state and municipality in which the Facilities are located.

- h. **Chemicals.** The City shall not, without prior written consent of UWM, cause or permit any chemical or other material subject to Chemical Facility Anti-Terrorism Standards (“CFATS”) to be brought or remain upon the Facilities. If UWM provides such written consent to the City, the City shall comply with all standards under CFATS and conditions imposed by UWM applicable to such chemicals.
- i. **Keys/Loss.** Keys and key fobs shall be issued to the City allowing access to the Facilities. UWM will retain keys and key fobs in a secure location for emergency purposes. UWM assumes no liability or responsibility for the loss or damage of any data, inventory, equipment, or supplies due to theft, mysterious disappearance, or any other cause whatsoever.
3. **Rates.** The City and UWM agree that the City shall pay UWM a fee of \$15 per square foot per year, with such payments made on a quarterly basis in advance, for 2,200 square feet of space for the first year of this agreement; provided, however, this fee will escalate by 2.5% beginning in year two of this agreement (the “*Facility Fee*”). Unless otherwise agreed in writing, the City will supply and pay for any materials and consumable parts it may need in connection with its use of the Facilities.
4. **Safety /Training & UWM Policies.** Notwithstanding anything in this Agreement, no individual may access the Facilities without complying with applicable rules for access to and/or use of such Facilities, including, but not limited to, training and safety requirements and evidence of required certifications. UWM will evaluate the qualifications of potential users. Further, all activities within UWM’s space must comply with its policies and procedures, including as they relate to safety and access control, including but not limited to those relating to COVID-19. Any use of UWM IT resources must comply with UW System’s Acceptable Use of Technology Resources Policy.
5. **Insurance and Liability Responsibilities.**
- (i) **City.** The City is a municipal government and tax-exempt entity. As such, it is self-insured for purposes of workers compensation and liability insurance.
- (ii) **UWM.** The State of Wisconsin, including UWM, is self-funded for liability, including general, professional, and automobile pursuant to Wisconsin Statutes §§ 893.82 and 895.46(1). UWM will provide evidence of such coverage to the City upon request.
6. **Liability.** To the extent not prohibited by law, the City, on behalf of the City and its insurers, waives, releases and discharges UWM, its successors, assigns, officers, employees and agents, from all claims of injury, death, loss, damage, expense or other cost or liability of any kind suffered or incurred by the City arising out of the occupancy, use, operation or undertaking pursued in the exercise of rights granted in this Agreement. The City agrees to protect, indemnify, save, and keep harmless UWM, its officers, employees, successors, assigns and agents, against any and all loss, cost, damage or expense of any kind or nature, for any property, whether owned by the University or not, personal injury or death to any person, occurring in connection with or in any way incidental to or arising out of the occupancy, use, operation, or undertaking pursued in the exercise of the rights granted in this Agreement. UWM agrees to be responsible for the acts and omissions of its officers, employees, and agents consistent with the liability protection provided under Wisconsin Statute Sections 893.82 and 895.46(1).
7. **Payment by the City.** The payment of (i) Facility Fee shall be made on or before the first of

every quarter and (ii) any use of internet, photocopier, or printer shall be made within thirty (30) days of receipt of invoice. All payments shall be made by means of a check directed to:

University of Wisconsin-Milwaukee Joseph Zilber School of Public Health
c/o Stuart Findley, Assistant Dean and Unit Business Representative
PO Box 413
Milwaukee, WI 53201-0413

8. **Term.** The term of this Agreement shall commence upon the Effective Date and shall continue for a period of two years unless terminated earlier under Section 9 below. The parties may agree to extend the Agreement in writing.

9. **Termination.** (i) Either party may terminate this Agreement if the other party fails to observe or comply with any of the terms or conditions herein within thirty (30) days after being notified in writing by the non-breaching Party of such failure. In the event of termination under these conditions, UWM shall not return any Fees paid to date and the breaching party shall be responsible for all damages caused by its breach of this Agreement.

(ii) Either party may terminate this Agreement for any reason with one hundred twenty (120) prior written notice. In the event that UWM terminates the Agreement without cause, it shall refund to the City a prorated amount of Facility Fees for any periods beyond the termination date.

Notwithstanding the foregoing, UWM may suspend access to the Facilities to particular individuals if they fail to follow UWM's policies and procedures, including, but not limited to, policies related to required training and safety issues.

10. **Principal Place of Business.** The City is prohibited from using any UWM address, including the address of the Facilities as its business address and must maintain a principle place of business separate and distinct from UWM at all times while this Agreement is in effect.

11. **Miscellaneous Provisions.**

(i) This Agreement may be modified or amended by a written amendment signed by the authorized officer of each Party. This Agreement may also be amended, in whole or in part, by such authorized officers to incorporate new terms, conditions, and stipulations as may be required by law or regulation.

(ii) It is the intent of the parties that no agency relationship results from this Agreement. The City shall at all times refrain from any activity which may imply that it has authority as an agent of UWM. This license does not constitute UWM or State of Wisconsin endorsement of the City.

(iii) This Agreement contained the entire agreement and understanding between the Parties with respect to the subject matter contained herein, and will be governed by the laws of the State of Wisconsin.

(iv) By signing this Agreement, the City agrees that pursuant to UWM's Criminal Background Check policy (S-14.5), if it is using UWM lands or facilities to operate multi-day or overnight programs for minors, it represents that all of its employees, affiliates, and volunteers with access to minors have satisfied a criminal background

check by a criminal background check vendor that includes a check of the vendor's proprietary national criminal background check database.

- (v) The City shall not discriminate against any qualified employee or applicant for employment because of race, color, national origin, religion, sex, age or physical or mental disability.

BOARD OF REGENTS OF THE UNIVERSITY OF WISCONSIN SYSTEM ON BEHALF OF THE UNIVERSITY OF WISCONSIN-MILWAUKEE

Robin Van Harpen
Vice Chancellor for Finance and Administrative Affairs

Date

CITY OF MILWAUKEE

Name:
Title:

Date

ACKNOWLEDGED:

Amy Harley
Acting Dean, Joseph J. Zilber School of Public Health

Date