Wisconsin Partnership Program
Terms and Conditions

The following terms and conditions are relevant to all grant recipients (Recipients) of the Wisconsin Partnership Program.

The Recipient agrees to abide to the terms and conditions of the Wisconsin Partnership Program, as they may be revised from time to time. The Wisconsin Partnership Program will provide Recipients 30 days prior notice of any revisions to the Wisconsin Partnership Program terms and conditions.

Accounting and Audit
Recipients must adhere to the accounting and financial policies of the Wisconsin Partnership Program. All grant expenses must be allowable under the Wisconsin Partnership Program Allowable and Unallowable Expenses policy and consistent with the approved project budget.

See Policy on Allowable and Unallowable Expenses.

Recipients must maintain financial records consistent with Wisconsin Partnership Program guidelines. If requested, Recipients must be able to describe the nature of project expenses and establish the relatedness of the expenses to the funded project. All records related to this project shall be available for review by the Wisconsin Partnership Program.

Recipients must track and report any program income related to this project to the Wisconsin Partnership Program. Program income is defined as gross income earned by a PI from activities, part or all of the cost of which is borne as a direct cost by this grant. Financial Reports must show all program income revenues and expenses for the award.

The financial records for this project must be maintained for a period of seven years from the date of the final Financial Report. However, all related records must be maintained during an audit and until the audit findings are resolved. The Wisconsin Partnership Program may conduct an independent financial audit anytime during the period of agreement.


Research and education grant recipients: Accounting policies for this project must also adhere to the financial policies of the UW-Madison campus. Departments must maintain financial records consistent with UW-Madison guidelines.

Community grant recipients: The Recipient must maintain adequate financial records, in accordance with generally accepted accounting principles, to clearly and easily identify project income and expenses, describe the nature of project expenses, and establish the relatedness of the expenses to the Agreement. The Wisconsin Partnership reserves the right to ask for any additional supporting documentation necessary to substantiate reimbursement claims. If Recipient is unable to provide requested supporting documentation reimbursement will be held by the Wisconsin Partnership Program until said documentation is received.

Organizations external to the UW System that receive a Wisconsin Partnership Program award greater than or equal to $150,000, must provide the Partnership Program with a copy of the organization’s annual audited financial statements. A mutually agreed upon deadline for the audit requirement will be established after the award is made. A federal single audit or an audit performed in accordance with

Effective 4/1/2023
Generally Accepted Government Auditing Standards will fulfill the financial audit requirement. If such financial audit is not performed, a specific program audit may be performed for just the funded project, in which case an independent auditor is hired to perform financial testing for the funded project.

See Policy on Audited Financial Statements.

Additional Requirements
The Wisconsin Partnership Program reserves the right to negotiate additional requirements concerning conditions for support.

Compliance with Rules and Regulations
Recipients agree to comply with all applicable federal, state, and local rules and guidelines. Recipients also agree to comply with all applicable University of Wisconsin System Board of Regents, University of Wisconsin-Madison and Wisconsin Partnership Program policies and procedures. The Recipient agrees to obtain the necessary approvals, including, but not limited to those noted below.

Animal Care and Use
Projects may require approval by the Animal Care and Use Committee (ACUC). Documentation of the ACUC review and approval including the final review decision will be required before funds can be expended and/or disbursed. The Recipient is required to submit documentation of continued renewal approval by the ACUC throughout the period of agreement.

Biological Materials
Projects may require the use of biological materials in which the activities must be reviewed by the Madison Campus Biological Safety Committee prior to the initiation of the project. Documentation of the Office of Biological Safety review and approval including the final review decision will be required before funds can be expended and/or disbursed. The Recipient is required to submit documentation of continued renewal approval by the Office of Biological Safety throughout the period of agreement.

Health Insurance Portability and Accountability Act (HIPAA) Compliance
Projects may involve information that falls under the Federal HIPAA privacy rules, a set of federal regulations protecting the privacy of an individual’s health information used in clinical practice, research, and operation of health care facilities.

The Recipient shall agree to use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information (“Privacy Rule”) (45 C.F.R. Parts 160 and 164) under HIPAA. The definitions set forth in the Privacy Rule are incorporated by reference into the Agreement (45 C.F.R. §§ 160.103 and 164.501). The Recipient shall agree to employ appropriate administrative, technical, and physical safeguards to protect the confidentiality, integrity, and availability of the electronic Protected Health Information it creates, receives, maintains or transmits pursuant to the Agreement, in compliance with the HIPAA Security Rule (45 C.F.R. Part 164, Subpart C).
The Recipient by signing the Agreement certifies knowledge and compliance with HIPAA. If the Recipient does not currently comply with this requirement, the Wisconsin Partnership Program must be notified and shall provide advice regarding compliance.

**Human Subjects Compliance**
Projects may require approval of a University of Wisconsin-Madison Institutional Review Board (IRB) or, at the discretion of a University of Wisconsin-Madison IRB, may be deferred to another institution’s IRB for human subjects compliance. All approved projects involving human subjects in research at the University of Wisconsin-Madison must be reviewed and approved or deemed exempt by a University of Wisconsin-Madison IRB before the research project begins. To ensure that research projects supported by the Wisconsin Partnership Program conform to ethical and regulatory standards governing the conduct of human subjects research, the Recipient agrees to obtain approval or exemption from a University of Wisconsin-Madison IRB for any research activities that involve human subjects. Documentation of the UW IRB review including the final review decision will be required before funds can be expended and/or disbursed. The Recipient is required to submit documentation of continued renewal approval by the IRB throughout the period of agreement.

**Radiation Safety**
Projects may require the use of radioactive materials or equipment that produces radiation. Authorization to use radionuclides must be secured from the University Radiation Safety Committee (URSC) prior to the initiation of the project. Documentation of the URSC review and approval including the final review decision will be required before funds can be expended and/or disbursed. The PI is required to submit documentation of continued renewal approval by the URSC throughout the period of agreement.

**Decisions by the Governance Committees or Administration**
The decisions of the governance committees of the Wisconsin Partnership Program—the Oversight and Advisory Committee (OAC) and the Partnership Education and Research Committee (PERC)—and of the Wisconsin Partnership Program Administrative Leadership Team are final and cannot be appealed.

**Intellectual Property**

*Community grant recipients:* The Recipient and the Wisconsin Partnership Program recognize that activities under the Agreement may lead to the development of patentable and unpatentable works. Inventorship or authorship will be based on the relative contributions of the parties and in accordance with U.S. law. Recipient hereby grants the Wisconsin Partnership Program a non-exclusive, non-transferable, perpetual world-wide royalty-free license to use materials first produced in performance of the work funded under this grant for non-commercial internal research and educational purposes.

*Research and education grant recipients:* The Recipient and the Wisconsin Partnership Program recognize that project activities may lead to the development of copyrightable or patentable inventions. The Recipient acknowledges that computer software and potentially patentable inventions conceived or reduced to practice in the course of the research project funded by this grant shall be disclosed to the University through the invention disclosure process. The Recipient hereby assigns rights in such software or inventions to the University or its designated patent management organization. The Recipient agrees to ensure that all students and staff participating in the research project funded by the grant execute the Wisconsin Partnership Program Intellectual Property Agreement for Project Personnel prior to beginning work on the project. With respect to non-software copyrightable materials produced in the course of the
research funded under the grant, the Recipient and other persons contributing to such materials hereby grant the University a non-exclusive, non-transferable, perpetual world-wide royalty-free license to use such materials for non-commercial internal research and educational purposes. The Recipient agrees to secure sufficient intellectual property rights from any independent contractors or external entities engaged in this project to fulfill the project aims and obtain for the University the rights granted herein.

**Limitation on Costs**
The Wisconsin Partnership Program is not, in the absence of a modification, obligated to reimburse costs incurred in excess of the approved budget of the grant award.

**Matching Funds**
The written annual progress reports should include information on matching funds, if provided.

**Method of Payment**
Payment requests may begin once a fully executed (signed) copy of the Memorandum of Understanding (Agreement) has been issued to the Recipient and human subjects compliance requirements, if applicable, have been met. All payment requests must be submitted on forms provided by the Wisconsin Partnership Program. Terms and conditions for the carry forward of unspent annual budget funds is included within the Agreement.

*Community grant recipients*: Requests for payment from the Wisconsin Partnership Program should be made using the Financial Reimbursement Report form. The payment is based on actual expenses incurred during the period of agreement and paid by the Recipient. Final payment at the end of the project will be made upon receipt of the following documents: Final Report, final Financial Reimbursement Report, and final Non-supplanting Questionnaire. These documents are due 90 days after the end of the project.

*Education and research grant recipients*: Funding for this project will be provided by the creation of a Fund 233 project issued by the University of Wisconsin School of Medicine and Public Health, Office of Fiscal Affairs. The project will be set up under the Recipient’s departmental ID. All consultant and contractual agreements must adhere to University of Wisconsin School of Medicine and Public Health and University of Wisconsin-Madison policy.

**No Cost Extensions**
Unless otherwise specified in the Agreement, the Recipient may request a single no cost extension of up to 12 months beyond the end date if additional time is required to assure adequate completion of the original scope of work and budget funds remain. Extensions beyond 12 months will not be considered. No cost extension requests submitted after the deadline may not be reviewed and the Recipient will be notified.

No cost extension amounts greater than 25 percent of the grant award require dual approval from the WPP Administrative Leadership Team and the governance committee that made the grant award; for community grants this is the Oversight and Advisory Committee, and for education and research grants this is the Partnership Education and Research Committee.

See policy on [No Cost Extensions](#).
Noncompliance
Failure to comply with any part of the Agreement may be considered cause for revision, suspension, or termination as described in the Agreement. Revision may include a reduction of the project scope and/or the award amount.

If WPP determines that noncompliance with the Agreement has occurred or continues to occur, it shall demand immediate correction of continuing noncompliance and seek remedial measures up to and including termination of the Agreement, the imposing of additional reporting requirements, and any other measures it deems appropriate and necessary, including requiring the Recipient to provide WPP with a corrective action plan to prevent future instances of noncompliance.

If the Recipient becomes aware of noncompliance not identified by WPP, it shall provide written notice to WPP promptly, but not more than thirty (30) days after identifying the noncompliance, of such instances of noncompliance with the terms of the Agreement. The written notice shall include information on the reason for and effect of the noncompliance and a corrective action plan to prevent future instances of noncompliance.

If required reports and other required information are not submitted when due, WPP will withhold all payments that otherwise would be paid to the Recipient under the Agreement until such time as the reports and information are submitted.

Program Income
Recipients must track and report any program income related to the project to the Wisconsin Partnership Program. Program income is defined as gross income earned by a Recipient from activities, part or all of the cost of which is borne as a direct cost by this grant. Financial Reports must show all program income revenues and expenses for the award.

Progress and Financial Reports
Throughout the period of agreement, written annual Interim Progress Reports are due no later than 30 days after the end of each 12-month period based on the award start date. A Final Report is due no later than 90 days after the end of the project.

Recipients are expected to respond to a limited number of evaluation requests from the Wisconsin Partnership Program regarding project results and outcomes for at least two years after the project end date.

**Community grant recipients**: Recipients must submit a Financial Reimbursement Report (FRR) at least quarterly throughout the period of agreement and a final Financial Reimbursement Report no later than 90 days after the end of the project using the required forms. Quarterly reports are due no later than 30 days after the end of each quarter based on the start date of the period of agreement.

See policy on [Review of Grantee Interim Progress and Final Reports](#).

Public Records
The Wisconsin Partnership Program is required to operate in accordance with standards consistent with Wisconsin Public Records Law. Under this Law, documents relating to the Agreement may become public records and subject to release unless designated as a Trade Secret and/or Proprietary Information. Please
refer to the [UW-Madison Office of Compliance website](#) for additional information on the Wisconsin Public Records Law.

**Publicity**
The Recipients must acknowledge the Wisconsin Partnership Program as the funding source in any press releases, articles, or publications relating to this project or its results using the following language: “Funding for this project was provided by the UW School of Medicine and Public Health from the Wisconsin Partnership Program” and must also provide copies to the Wisconsin Partnership Program.

**Rebudgeting**
Rebudgeting between major budget categories (personnel, travel, services, supplies, and other expenses) in excess of 10 percent of the total amount of award must be pre-approved in writing by the WPP Finance Associate Director.

See [Grant Budget Revision policy](#).

**Reduction in Award**
The Wisconsin Partnership Program reserves the right to reduce the amount of award at any time during the period of agreement if a decrease in the value of the endowment of the Wisconsin Partnership Program negatively affects the distribution of investment income. Appropriate notice will be given to the Recipient for development of a revised budget.

**Scope of Work**
The Recipient’s scope of work for this project is based on the specific goals, objectives, and activities stated in the approved application. Changes in the scope of work must be approved in writing by the WPP Executive Director.

**Supplanting**
Funds received may not be used to supplant other funds available to the Recipient. In order to maintain continued assurance that supplanting has not occurred, the Recipient must complete the Non-supplanting Questionnaire on an annual basis. If, at any time, the Wisconsin Partnership Program becomes aware of supplanting by the Recipient, funding for the project will be terminated. Supplanting violations will result in termination of future funds and may result in recoupment of monies provided under the grant award.

See [Policy on Making a Determination on Supplanting/Non-supplanting](#).

**Suspension of Agreement**
The Agreement may be suspended in whole or in part by:

A. Wisconsin Partnership Program on written notice to the Recipient for any reason, including if the Recipient has materially failed to comply with the terms and conditions of the grant award and as identified in the approved application;

B. Wisconsin Partnership Program and Recipient by written agreement; or

C. Recipient on written notice to Wisconsin Partnership Program setting forth the reasons for such action, the effective date, and, in the case of partial suspension, the portion to be suspended.
Suspension of the Agreement may include discontinuation of payments to the Recipient by the Wisconsin Partnership Program and/or discontinuation of further spending of grant funds by Recipient. The Recipient agrees to comply with the directions of the Wisconsin Partnership Program regarding the unexpended grant funds when the Agreement is suspended.

**Termination of Agreement**

The Agreement may be terminated by either party at any time, with or without cause. WPP must notify the Recipient in writing at least thirty (30) days prior to the termination date. Notice by the Recipient will terminate the Agreement immediately or upon a date otherwise agreed to in writing by the parties. Upon termination, the Recipient shall be entitled to receive payment, subject to the requirements in the Agreement, for non-cancellable approved project activities incurred during the thirty (30) day notification period. Final payment will be adjusted to reflect actual work completed.

**Trade Secret and/or Proprietary Information**

Unless otherwise required by law, the Wisconsin Partnership Program will exercise its best effort to maintain in confidence proprietary or trade-secret information disclosed or submitted to the Wisconsin Partnership Program by the Recipient which is designated in writing as confidential information at the time of disclosure. Confidential information does not include information which at the time of receipt:

- is generally available in the public domain or thereafter becomes available to the public through no act of the Wisconsin Partnership Program; or
- was independently known prior to the receipt thereof or was discovered independently by an employee of the Wisconsin Partnership Program who had no access to the information supplied by the Recipient; or
- was made available to the Wisconsin Partnership Program as a matter of lawful right by a third party.

The Wisconsin Partnership Program retains the right to refuse to accept any such information which is not considered to be essential. The obligations of the Wisconsin Partnership Program under this paragraph shall survive and continue for one year after the termination of the Agreement.