

**AGREEMENT BETWEEN THE UNIVERSITY OF WISCONSIN AND  
THE WISCONSIN CENTER FOR INVESTIGATIVE JOURNALISM**

This Agreement is made as of the 15th day of March, 2011, by and between the Board of Regents of the University of Wisconsin, on behalf of the University of Wisconsin School of Journalism and Mass Communication, ("UW") and the Wisconsin Center for Investigative Journalism ("WCIJ"), a separately incorporated Wisconsin not-for-profit corporation. UW and WCIJ may each be referred to singularly as a "Party" and will be referred to collectively as "the Parties."

**Recitals**

Whereas, the UW has concluded that there is a direct link between its missions of teaching, research and public service in the field of journalism and mass communications, and the public service journalism practiced by WCIJ, and that a collaboration with WCIJ will further the UW's missions;

Whereas, WCIJ is a non-profit investigative journalism center providing high-quality investigative journalism in a variety of media that can offer training and internship opportunities to UW students;

Whereas, the Parties have determined that the WCIJ's collaboration with UW can be most effectively pursued by providing WCIJ with access to space on the fifth floor of Vilas Hall, in order to maximize opportunities for WCIJ staff and interns to collaborate with UW faculty, staff, students and other collaborators in public broadcasting;

Whereas, the UW is willing to make such space available for the duration of this Agreement in support of the collaboration with WCIJ;

Whereas, WCIJ will support the collaboration by providing paid internships and educational services to students in the Wisconsin School of Journalism and Mass Communication as further described herein;

Now therefore, the Parties enter into the following Agreement.

**Agreement**

In consideration of the foregoing Recitals, the covenants and agreements hereinafter contained, and for the other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Term.** This Agreement shall be for a term of three (3) years commencing on March 15, 2011, and terminating on March 14, 2014, subject to the Termination provisions found in Section 16, below. Unless terminated, this Agreement shall automatically renew for additional terms of three (3) years commencing on March 15, 2014.
2. **Right to Use.** UW hereby grants to WCIJ the revocable right to use the facilities shown on Attachment 1 ("the Facilities"), pursuant to the terms and conditions set forth herein. WCIJ and its personnel shall only use the Facilities for the purpose of conducting the day-to-day business of WCIJ, and/or for the purpose of providing educational support to the Wisconsin School of Journalism and Mass Communication. WCIJ shall have the right to use the Facilities during the time periods listed in Attachment A. UW reserves the right to refuse access to the Facilities to any WCIJ employee or agent who violates any state or federal law, or University policy, which, in the UW's sole discretion, disqualifies such WCIJ employee or agent from access to the Facilities.
3. **Common Areas.** WCIJ employees shall be entitled to the use of, in common with UW, the restrooms, entrances, exits and other common and/or public areas of Vilas Hall, as they may from time to time exist. WCIJ will comply with and abide by, and will cause its employees and agents to comply with and abide by, all reasonable rules and regulations adopted by The Board of Regents of the University of Wisconsin System, the University of Wisconsin-Madison or the College of Letters and Science regarding the use of such common and/or public areas. UW reserves the right to refuse access to these common areas to any WCIJ employee or agent who violates any state or federal law, or University policy, which, in the UW's sole discretion, disqualifies such WCIJ employee or agent from access to the common areas.
4. **Option for Reassignment.** UW, in consultation with WCIJ, may amend the location of the Facilities to any other comparable space(s) in Vilas Hall at any point during the term of this Agreement with no less than sixty (60) days' notice to WCIJ. For purposes of this paragraph, "comparable space" shall mean locations with the same or similar total square footage
5. **Utilities and Services.** During the term of this Agreement, UW shall provide all utilities and services required for the use of the Facilities including telephone, heat, ventilating and air conditioning, electricity for lighting and operation of WCIJ equipment, janitorial services and internet access. WCIJ will reimburse UW for the cost of the telephone service and photocopying in a manner and on a schedule agreed to by the Parties. WCIJ's use of these utilities is limited to activities consistent with the purposes articulated in Section 2, above. In the event of interruption or delay in any utilities

furnished by UW under this Agreement, UW shall make all reasonable efforts to promptly restore such utility or service to the Facilities.

6. **Equipment.** WCIJ will be entitled to use the furniture and fixtures currently in the Facilities throughout the term of this Agreement, which include tables, chairs, desks, bookshelves and file cabinets purchased by UW. UW will provide WCIJ with a mailbox for WCIJ mail in the main office of the Wisconsin School of Journalism and Mass Communication. WCIJ will be responsible for providing any additional equipment it requires.

7. **Keys.** WCIJ agrees that it will not duplicate any keys to the Facilities without prior consent from UW. WCIJ agrees that it will notify UW should any such keys be lost or stolen, and agrees to pay the cost of re-keying any room of the Facilities should the keys be lost by, or stolen from, WCIJ, its employees and/or its agents.

8. **Internships.** During the term of this Agreement, WCIJ will provide at least three (3) full-time, paid internships to students of the Wisconsin School of Journalism and Mass Communication during the months of June, July and August, and at least two (2) half-time, paid internships to students of the Wisconsin School of Journalism and Mass Communication during the months of September, October, November, December, January, February, March, April and May. All such internships will be compensated at least \$10.00 per hour. While performing these internships, students shall be considered employees of WCIJ.

9. **Educational Services.** UW will provide the Executive Director of WCIJ with an uncompensated appointment as an Honorary Fellow in the School of Journalism and Mass Communication. The Executive Director of WCIJ will make himself/herself available for at least two (2) hours a week to teach students computer-assisted reporting, interviewing techniques, crafting in-depth news reports, and related topics. This two (2) hour commitment per week is intended to reflect an average, and not intended to require that two (2) hours of educational service be provided each specific week.

10. **Supervision and Conduct.** WCIJ shall be responsible for the supervision and control of its employees and agents and their activities at all times while in the Facilities. Further, WCIJ shall be responsible for the supervision and control of its employees and agents and their activities on all University premises when such employees or agents are engaged in work for WCIJ. WCIJ agrees to indemnify, hold harmless, assume liability for and defend, the State of Wisconsin, the Board of Regents and the University of Wisconsin, their officers, employees and agents, from and against any and all actions, claims, liabilities, assertions of liability, losses, costs and expenses,

which in any manner arise or are alleged to have arisen from the negligent acts, omissions or wrongful conduct of WCIJ employees or agents in the course of performing WCIJ duties.

11. **Insurance.** WCIJ shall file with the UW, within thirty (30) days of the date of execution of this Agreement, a Certificate of Insurance indicating that the coverage for WCIJ, as specified in the following paragraphs, is in force during the term of this Agreement:

Workers Compensation (WC)	Statutory Limits
Each Accident	\$100,000
Disease-Policy Limit	\$500,000
Disease-Each Employee	\$100,000

Commercial General Liability (CGL)	
General Aggregate including Products and complete operations	\$3,000,000
Each Occurrence	\$1,000,000

WCIJ shall add the "Board of Regents of the University of Wisconsin System, its officers, employees and agents" as an additional insured under the commercial general liability policy. All policies must be issued by an insurance company licensed to do business in the State of Wisconsin, and have a minimum AM Best Rating of A-, and be signed by an authorized agent. The policy shall not contain an exclusion for damage to property in the care, custody or control of UW caused by WCIJ employees or agents in the course of performing WCIJ duties. The insurer shall provide UW written notice ten (10) days in advance of any reduction of coverage or cancellation of the policy. Upon such notification, UW shall have the immediate right to terminate this Agreement.

12. **Damage or Destruction of the Facilities.** WCIJ is responsible and liable for any damage to the Facilities or any other UW property caused by WCIJ, its employees and/or agents in the course of performing WCIJ duties. If the Facilities are damaged or destroyed in whole or in part by WCIJ during the term of this Agreement, then either Party shall have the right to terminate this Agreement by two weeks written notice to the other Party.

13. **Assignment.** Neither Party shall assign its rights under this Agreement without the prior written consent of the other Party.

14. **No Agency Relationship.** The Parties do not intend that any agency or partnership relationship be created between them by this Agreement. Neither Party is, nor will either Party purport to be, an agent of the other Party. WCIJ will take all reasonable steps to avoid giving the appearance that it is an agent of UW. The Parties may only state the relationship is that of a “collaboration” and shall avoid giving the appearance of an agency relationship. Notwithstanding this paragraph 14, any previous statements by WCIJ that suggest or state that UW is WCIJ’s partner will not be considered a breach of this agreement. Notwithstanding this paragraph 14, WCIJ may utilize and disseminate any existing literature suggesting or stating that UW is WCIJ’s partner. No virtual literature may state or imply a partnership arrangement as of the effective date of this agreement.

15. **Disclaimer.** The WCIJ website shall contain a notice that “all works created, published, posted or disseminated by WCIJ do not necessarily reflect the views or opinions of the University of Wisconsin-Madison or any of its affiliates,” and such notices shall be included with all works disseminated by WCIJ.

16. **Termination.** Either Party may terminate this Agreement at any time, for any reason, during the Term of the Agreement, upon six (6) months written notice to the other Party.

17. **Modification.** This Agreement may be modified or amended if in writing and executed by both of the Parties. No waiver or release of any provision of this Agreement or of any right, obligation, claim or cause of action arising hereunder shall be valid or binding for any purpose unless in writing and duly executed by the party against whom the same is asserted.

18. **Default.** If either Party fails to perform any of the terms, conditions or covenants of this Agreement for more than seven (7) days after written notice of such default has been given by the other Party specifying the nature of the default in detail (or such other reasonable time as necessary if such default cannot be cured within seven (7) days and if, upon receipt of such notice, the defaulting Party promptly and diligently attempts to effect such cure), then this Agreement may be terminated by the non-defaulting Party upon ten (10) days written notice to the Party in default.

19. **Notices.** All notices and demands by either Party to the other shall be in writing and personally delivered or sent by United States certified mail, postage prepaid and addressed:

To UW: Bill Barker, Associate Dean  
The College of Letters and Science, The University of Wisconsin-Madison  
310 South Hall, 1055 Bascom Mall. Madison WI 53706

To WCIJ: Andy Hall, Executive Director, WCIJ Inc., 5006 Vilas  
Communication Hall, 821 University Ave., Madison, WI 53706

Either Party may, upon prior written notice to the other Party, specify a different address for the giving of notice. Notices shall be deemed to have been given when received or when delivery is refused.

20. **No Warranty of Confidentiality.** The building in which the Facilities are located is a multi-purpose building with open access to students, faculty and staff of the UW as well as to the general public. UW makes no warranty as to the security of information that may be divulged to third parties through casual conversation and written or printed materials left uncontrolled or unprotected in the building or in the Facilities.

21. **Miscellaneous.**


- (a) This Agreement shall be interpreted and construed in accordance with the laws of the State of Wisconsin. If any provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and each provision of the Agreement shall be valid and enforceable to the fullest extent permitted by law. This Agreement is subject to all applicable rules and regulations of the University of Wisconsin, the laws of the United States and the State of Wisconsin, the ordinances of the City of Madison and the regulation of the Madison Fire Department and Board of Health.
- (b) This Agreement contains all the terms and conditions agreed upon by the Parties hereto, and no agreement, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or be binding upon any of the Parties hereto.
- (c) The captions, heading and paragraph numbers appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit,

construe or describe the intent of such paragraphs of this Agreement or in any way affect this Agreement.

- (d) This Agreement may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument.
- (e) Each individual executing this Agreement on behalf of UW and WCIJ represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of said entity and that this Agreement is binding upon such entity in accordance with its terms without the joinder or approval of any other person or entity.

EXECUTED as of the date first written above.

BOARD OF REGENTS OF THE WISCONSIN CENTER FOR  
UNIVERSITY OF WISCONSIN                      INVESTIGATIVE JOURNALISM

By: 

Name: DONALD L. MINER

Title: Asst Vice Chancellor

Date: 3/25/11

By: 

Name: Andy Hall

Title: Executive Director

Date: 3/15/2011

ATTACHMENT 1

Facilities: Vilas Hall  
821 University Avenue  
Madison, WI 53706

Room 5006 [year-round]  
Room 5143 [year-round]  
Room 5013 [June-August]