



Board of Regents of the University of Wisconsin System
Office of the Secretary
1860 Van Hise Hall
Madison, Wisconsin 53706
(608)262-2324

July 5, 2007

TO: Each Regent

FROM: Judith A. Temby

A handwritten signature in black ink, appearing to read 'J. A. Temby'.

PUBLIC MEETING NOTICE

RE: Agendas and supporting documents for meetings of the Board and Committees to be held at the Pyle Center, 702 Langdon Street, July 12th and Van Hise Hall, 1220 Linden Drive, July 13, 2007.

Thursday, July 12, 2007

10:30 a.m. – Business, Finance, and Audit Committee
Pyle Center, Room 205

Physical Planning and Funding Committee
Pyle Center, Room 320

12:00 p.m. – Lunch - Alumni Lounge

1:00 p.m. – All Regents: Retreat on Public Board Effectiveness in the 21st Century

- Richard T. Ingram, President Emeritus, Association of Governing Boards

Pyle Center, Room 325-326

2:30 p.m. – All Regents: Retreat on Strategic Planning

- Richard T. Ingram, President Emeritus, Association of Governing Boards

Pyle Center, Room 325-326

Friday, July 13, 2007

9:00 a.m. – Board of Regents Meeting
1820 Van Hise Hall

Persons wishing to comment on specific agenda items may request permission to speak at Regent Committee meetings. Requests to speak at the full Board meeting are granted only on a selective basis. Requests to speak should be made in advance of the meeting and should be communicated to the Secretary of the Board at the above address.

Persons with disabilities requesting an accommodation to attend are asked to contact Judith Temby in advance of the meeting at (608) 262-2324.

Information regarding agenda items can be found on the web at <http://www.uwsa.edu/bor/meetings.htm>, or may be obtained from the Office of the Secretary, 1860 Van Hise Hall, Madison, Wisconsin 53706 (608)262-2324.

The meeting will be webcast at <http://www.uwex.edu/ics/stream/regents/meetings/> Friday, July 13, 2007, at 9:00 a.m. until approximately 12:00 p.m.

REVISED 6/28/07

BOARD OF REGENTS OF THE UNIVERSITY OF WISCONSIN SYSTEM

I.2. Business, Finance, and Audit Committee

Thursday, July 12, 2007
Room 205, Pyle Center
702 Langdon Street
Madison, WI 53706

10:30 a.m. Business, Finance, and Audit Committee – Room 205, Pyle Center

- a. Approval of the minutes of the June 7, 2007 meeting of the Business, Finance, and Audit Committee
- b. Review of Selected UW System Expenditure Trend Data
- c. Review of UW System Banking Programs
- d. Committee Business
 - (1) UW-La Crosse: Exclusive Soft Drink Pouring Rights and Vending Rights Contract
[Resolution I.2.d.(1)]
 - (2) WiSys Technology Foundation, Inc. Contract
[Resolution I.2.d.(2)]
 - (3) UWM Research Foundation Contract
[Resolution I.2.d.(3)]
- e. Report of the Vice President
- f. Additional items, which may be presented to the Committee with its approval

12:00 p.m. Lunch – Alumni Lounge

1:00 p.m. All Regents: Retreat on Public Board Effectiveness in the 21st Century

- Richard T. Ingram, President Emeritus, Association of Governing Boards
Pyle Center, Room 325-326

2:30 p.m. All Regents: Retreat on Strategic Planning

- Richard T. Ingram, President Emeritus, Association of Governing Boards
Pyle Center, Room 325-326

REVIEW OF SELECTED UW SYSTEM EXPENDITURE TREND DATA

EXECUTIVE SUMMARY

BACKGROUND

At the Board of Regents' June 9, 2007 meeting, Regent Michael Falbo asked that general information on expenditure trends within the University of Wisconsin System be prepared. The information presented here is intended to address that request and serve as a catalyst for further discussions on cost drivers in the UW System.

REQUESTED ACTION

This item is for information only.

DISCUSSION

To inform the general context within which the Business, Finance and Audit Committee may consider the financial questions brought before it, staff in the UW System Office of Financial Administration have prepared ten-year histories of selected financial data.

Among the information presented is a graphical representation of the source of funding for the overall UW System expenditures (See Exhibit A). The data are presented at the UW System summary level. It should be noted that the mix and contribution of the various funding sources is often quite different at the institutional level. This is primarily a result of the different missions and/or focus of various institutions. For instance, as a leading research institution, UW-Madison would show a much larger contribution from Federal and other grant sources than most institutions. It is important to note that such funding is generally provided for very specific purposes and is not available to support the general educational activities of the institution.

Looking at the System level data, several well known facts are apparent. First, State support for the university has become a smaller portion of the total UW System expenditures over the last ten years. Second, nearly all other funding sources have grown over the period and are contributing a larger percentage to the overall UW System budget than they were earlier. Perhaps most alarming to some is the shift in support for the basic educational mission from State funded GPR to greater reliance on student tuition payments. Also noteworthy is the substantial growth in federal support and the growth in its relative contribution to total resources when compared to other sources.

UW System expenditure data are also presented in a functional classification breakdown such as Instruction, Research, Public Service, etc. (See Exhibit B). These functional classifications are established by the National Association of College and University Business Officers (NACUBO). The categories represent generally accepted accounting practices for higher

education institutions and are reported to the U.S. Department of Education by all colleges and universities in the country through its annual *Integrated Postsecondary Education Data System* (IPEDS) reporting. As a result, the data allow comparison to established peer groupings.

The information also includes ten-year trend data for several significant expenditure categories including salaries (Exhibit C), health care costs (Exhibit D) and utilities charges (Exhibit E). The data are presented on both an actual and inflation-adjusted basis. The Consumer Price Index (US City Average, all items) established by the federal Bureau of Labor Statistics was used as the basis for inflation adjustments.

While salary expenditures, which make up over two-thirds of total expenditures, have grown in absolute terms over the period under review, they have held essentially flat over the last five years. This results from a combination of substantial reductions in State support and relatively modest State approved pay plans over the last several biennia.

Like most enterprises, the University of Wisconsin System has experienced very significant growth in expenditures for health insurance. This is true on both an absolute and an inflation adjusted basis. Available health insurance plans and associated premiums are negotiated and managed by the State of Wisconsin and are part of all State and University employee benefit packages. As a result, their impact is largely beyond the control of the University. Nevertheless, they have a very substantial impact on our costs and on our ability to devote resources to other priorities.

Finally, the ten year history of utility expenditures shows very significant growth in an area where the University has somewhat limited control. For example, coal is purchased by the State of Wisconsin on the university's behalf and energy contracts are negotiated by the State. The State, in turn, is subject to the strong external forces of the energy markets. This is particularly true over the last five years. While the University has implemented considerable savings initiatives over the years, these efforts have not been sufficient to overcome the overall increase in energy prices experienced over the last decade.

ATTACHED DOCUMENTATION

- Exhibit A - UW System expenditures by source of funding (State, Tuition, etc.)
- Exhibit B - UW System expenditures by functional classification (Instruction, Research, etc.)
- Exhibit C - UW System salary expenditures in both actual and inflation-adjusted terms
- Exhibit D - UW System health care expenditures in both actual and inflation-adjusted terms
- Exhibit E - UW System utility expenditures in both actual and inflation-adjusted terms

RELATED REGENT POLICIES

None.

Exhibit A

UW System - Expenses by Source of Funds

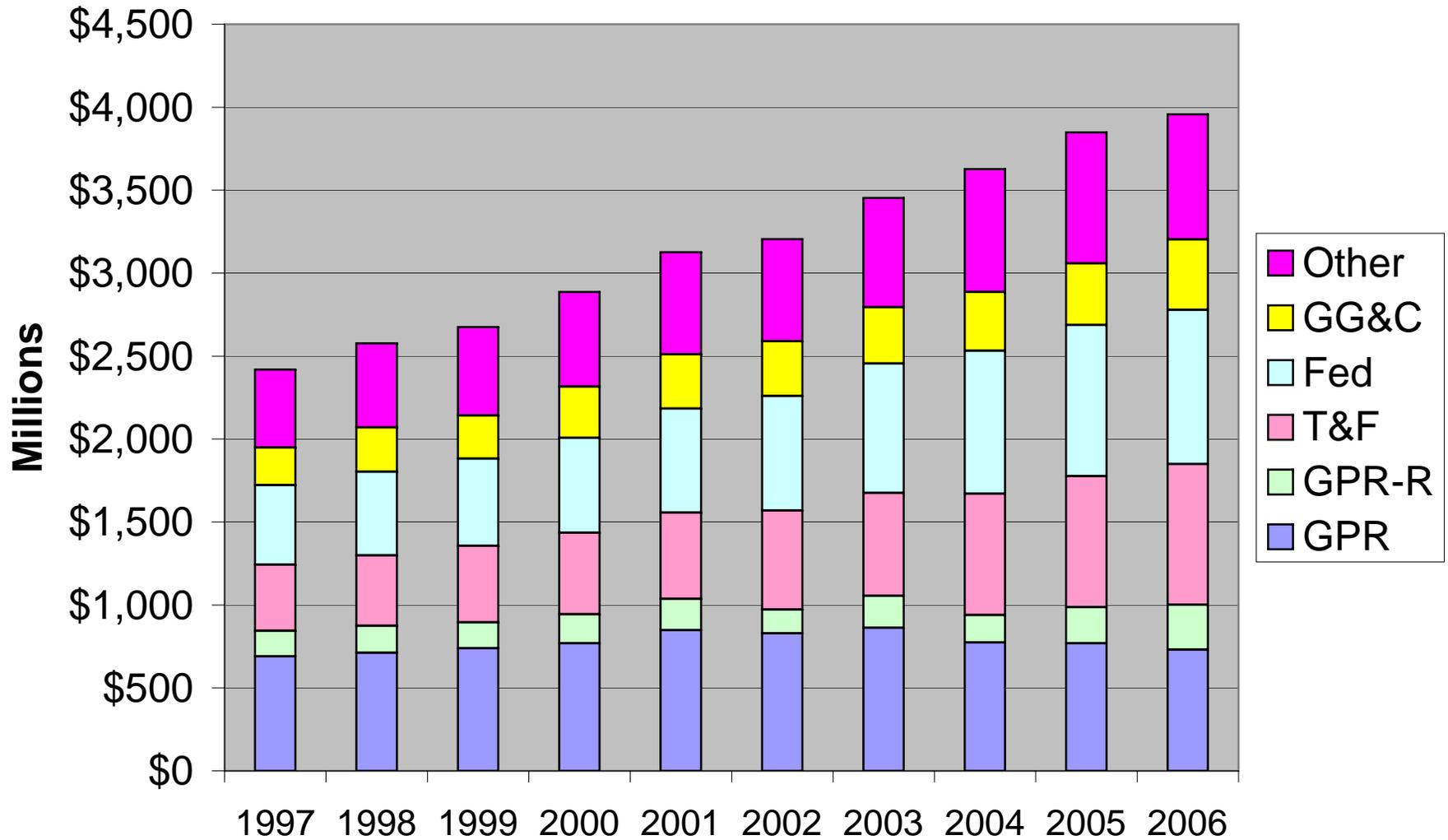


Exhibit B

UW System - Expenses by Functional Classification

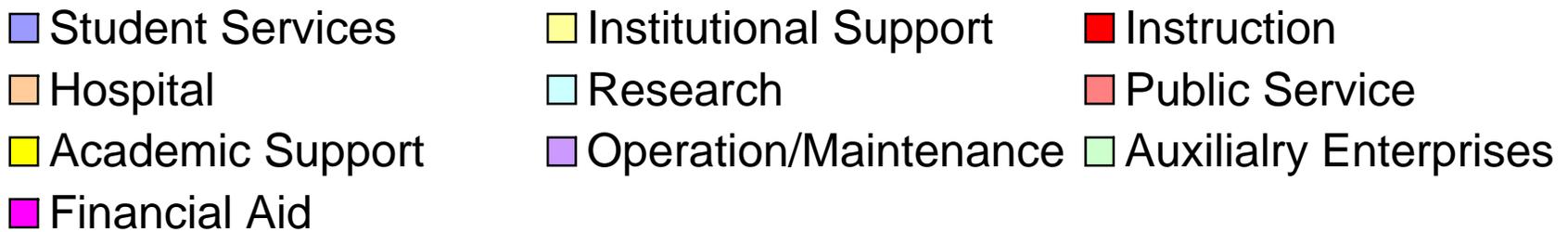
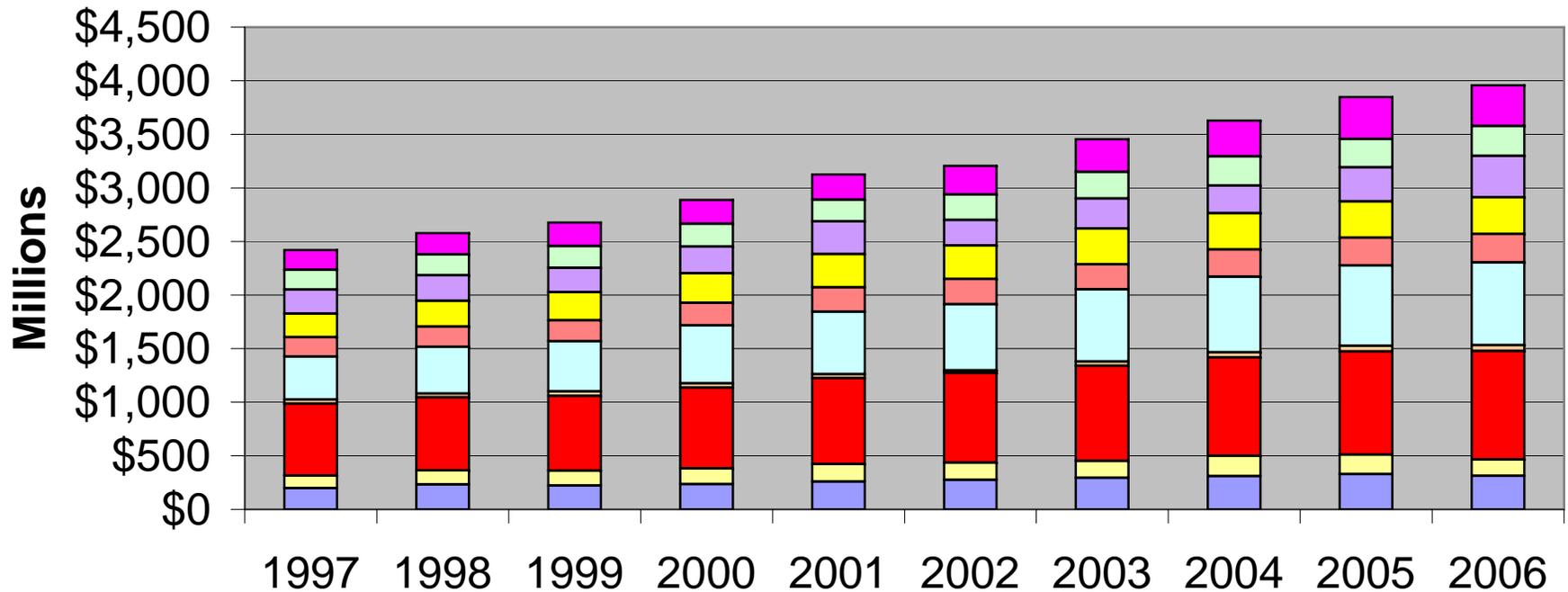


Exhibit C

UW System - Salaries

[(adj) = adjusted for inflation]

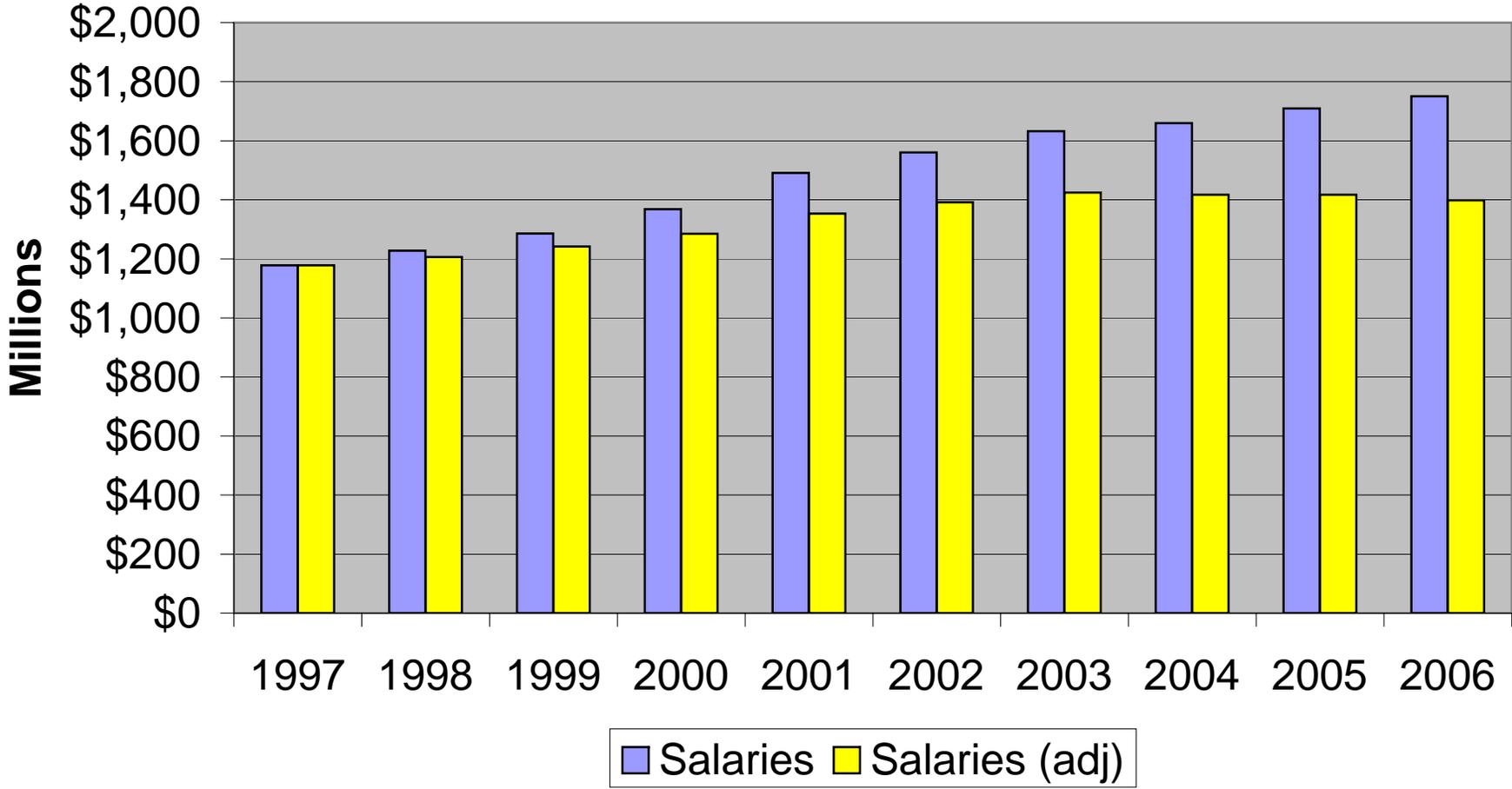


Exhibit D

UW System - Health Insurance

[(adj) = adjusted for inflation]

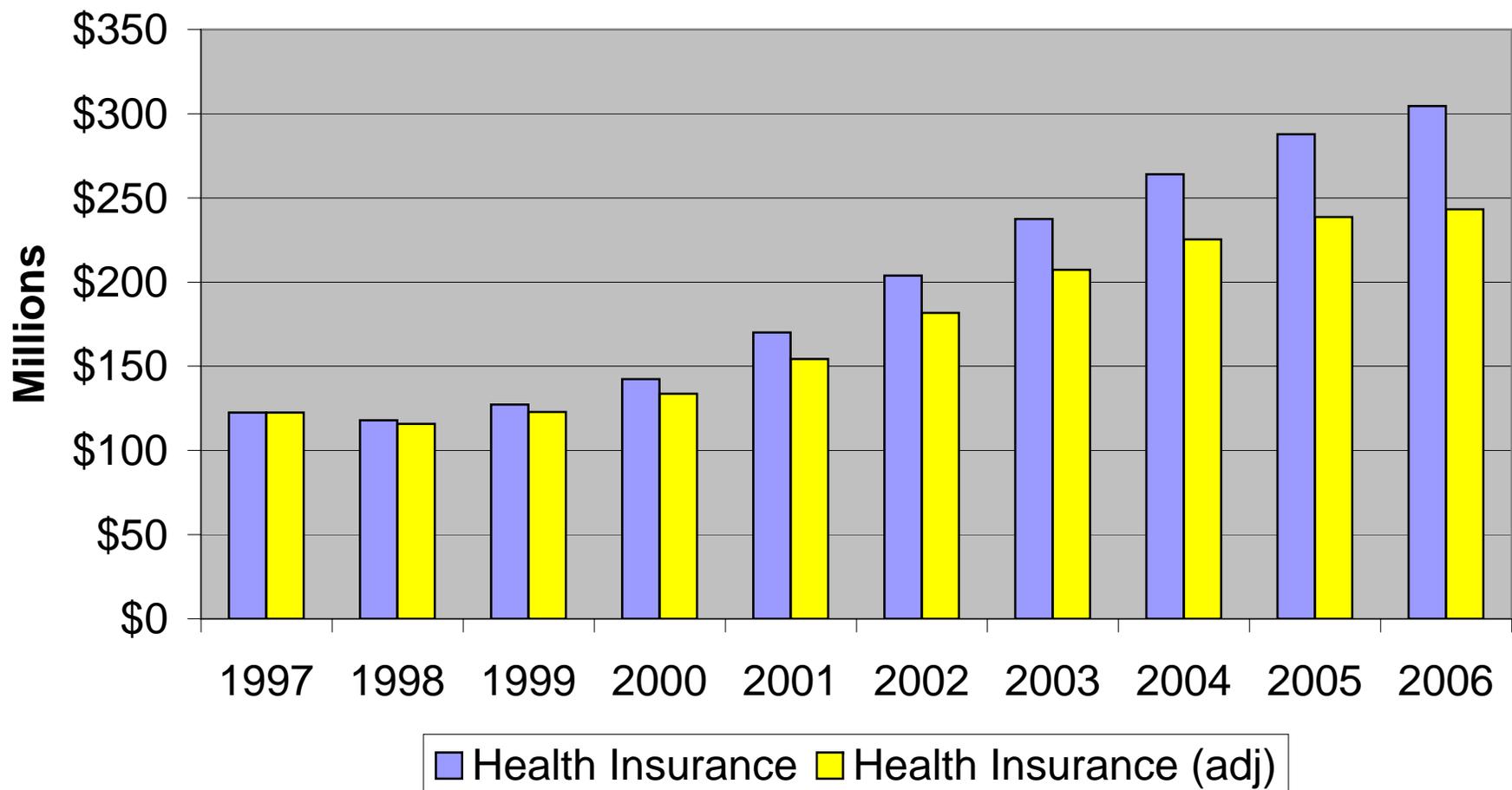
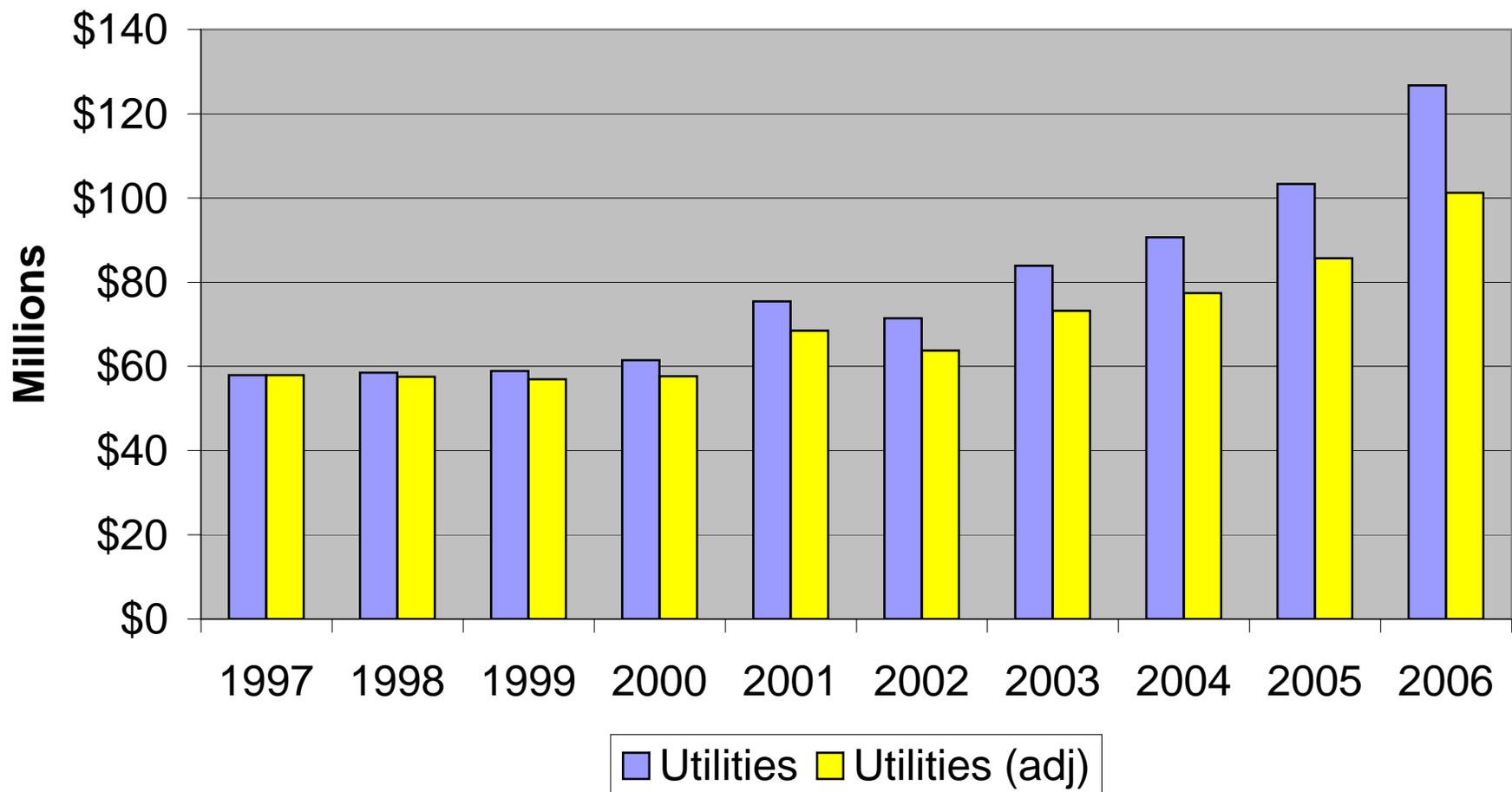


Exhibit E

UW System - Utilities

[(adj) = adjusted for inflation]



REVIEW OF UW SYSTEM BANKING PROGRAMS: ALL-IN-ONE CAMPUS ID CARDS

EXECUTIVE SUMMARY

BACKGROUND

UW System institutions have issued identification cards to students for decades. During the last fifteen years, these cards have transformed from simple photo identification cards into sophisticated, multi-purpose access tools. Today, UW students use campus-issued ID cards to check out books at the library, purchase food in the cafeteria, and access residence halls. They use these same cards to purchase soda from vending machines, wash clothes in laundry machines, and purchase football tickets.

Today, college students demand added service and convenience, including the ability to use campus-issued cards for off-campus purchases. By adding a bank affiliation to the card, students have the option to establish a checking account with that bank and further enhancing the convenience to an all-in-one campus ID card – adding debit/ATM functionality. If the student chooses this option, the card can then be used at participating merchants to purchase other goods and services anywhere debit cards are accepted.

Over the past five years, some University of Wisconsin System institutions have entered into contracts to provide ID/Debit card services with these banking features to provide improved service to students. These contracts have resulted in significant administrative cost reductions at the UW institutions, as campuses transfer the administration of these cards to outside vendors. In some cases, these same contracts not only reduce administrative expenses, but also result in additional outside revenue to support student services and academic programs.

All of the all-in-one card contracts resulted from mandatory competitive processes, in accordance with State of Wisconsin procurement rules. Currently, four institutions have such ID-card contracts with Higher One and three have similar contracts with US Bank.

REQUESTED ACTION

This item is for information only.

DISCUSSION

Improving Services to Students and Reducing Costs to Institutions

In addition to serving the campus needs of an identification card, the all-in-one ID card programs have offered an opportunity to streamline administrative operations while improving services to students. For example, in 2002, UW-Stout identified an opportunity in their bursar's office. New services had entered the marketplace that allowed electronic disbursement of student loan residuals, eliminated the cumbersome process of issuing paper checks to students. This meant UW-Stout could eliminate over 16,000 paper checks every year, and eliminate student frustration associated with long lines in the bursar's office. Through the contract with Higher One, the new system allowed students a choice of how they would receive their refunds. Last semester, 11% of the students had their refunds electronically deposited in their personal bank account, 23% asked for a paper check, and 66% received their refund through their Higher One account. In addition to cutting long lines in the bursar's office, Higher One funded the cost of issuing identification cards to students. This resulted in administrative savings of \$76,000 for UW-Stout. Each of the campuses participating in a banking program has achieved similar administrative cost savings.

Revenue Sharing

As State funding fails to keep pace with growing educational demand, UW institutions have been encouraged to cultivate alternative revenue sources. Contracts with Higher One and US Bank include revenue sharing provisions that achieve this goal. Specific revenue-sharing structures at campuses vary, UW-Oshkosh, for example, received a one-time \$30,000 payment from US Bank and receives \$15,000 annually from the vendor to offset all costs associated with educating the campus community about available TitanCard services. The contract with U.S. Bank outlines a revenue-sharing provision that 1) offsets operational costs, 2) directly contributes to the University's student scholarship fund, and 3) enhances academic program initiatives.

The revenue contributes to programs that better serve the students of the University. A portion of this revenue is used to support some of the operational costs associated with Titan Central, which is a service area for students, faculty and staff, located in Reeve Memorial Union. Titan Central provides mail and TitanCard services as well as campus information.

A portion of the revenue also is placed into the academic initiatives fund. This supports new or expanded academic programs, such as the First Year Student Experience initiative and the new HealthCare emphases curricula for students. The fund also supports campus technology and accommodations for students with disabilities.

Added Services

Educational services are also provided as part of the UW campus contracts. “Balancing your checkbook”, “Managing your money”, and “Financial Wellness” are programs currently offered. This educational component is important and valuable in meeting the University’s mission.

Credit Card and Overdraft Charges

UW ID cards only have debit/ATM card features, as an option available to students. None of the UW System all-in-one cards can ever be used as a credit card. Similar to any other personal banking relationships that the student may have, students who active the debit/ATM cards may incur charges for overdrawing their bank accounts, using third-party ATMs, etc. As part of the contract review, a benchmarking assessment of current rates in the marketplace will be conducted. Once an assessment of benchmark rates can be completed, the campuses can renegotiate the overdraft charges in their respective contracts.

Competitive Procurement Process

The procurement processes used to establish the banking contracts are governed by Chapter 16 of the Wisconsin Statutes. State of Wisconsin Procurement regulations allow contracts to be extended to other State of Wisconsin entities as long as the entity is purchasing similar products or services at the same or better pricing. UW-Parkside and UW-Oshkosh both issued requests for proposals and awarded contracts which allowed the terms of their contracts to be extended to other campuses. As a result, all of the UW contracts with Higher One and US Bank were established in accordance with State procurement regulations.

Advisory Boards

UW System employees participate on advisory boards to advocate for changes in company services and products to benefit the UW System. Advisory Boards are a common business practice for companies, and campus chancellors/deans are often recruited for these community boards because of their prominent public stature. Typically, advisory boards are established to garner customer feedback on current products or services and to identify future needs of their customer base. It is not unusual for large companies to have multiple advisory boards set up by market niche, e.g., Higher Education, Health Care, or Financial Services.

UW System employees who participate on advisory boards are governed by conflict of interest and ethical standards of Wis. Stat. 19.41, et seq., Code of Ethics for Public Officials and Employees; and UWS 8 or ER-MRS24, Wis. Adm. Code. In addition, Chancellors wishing to serve on any corporate board must first obtain approval of the UW System President.

RELATED REGENT POLICIES

None

UW-La Crosse:
Exclusive Soft Drink Pouring Rights and Vending Rights Contract

BUSINESS, FINANCE, AND AUDIT COMMITTEE

Resolution:

That, upon recommendation of the President of the University of Wisconsin System and the Chancellor of the University of Wisconsin-La Crosse, the Board of Regents approves a seven-year contract with Pepsi Cola Bottling of La Crosse to provide exclusive soft drink fountain and vending services to the University effective August 15, 2007.

UW-LA CROSSE: EXCLUSIVE SOFT DRINK POURING RIGHTS AND VENDING RIGHTS CONTRACT

BACKGROUND

The University of Wisconsin-La Crosse has acquired third party vending service for the institution for over 20 years. In partnership with students and staff, UW-La Crosse ran a competitive request for proposal process, starting in August 2006, to seek a pouring rights contract for the campus. A pouring rights structure was pursued in order to improve beverage service on campus by obtaining new machines and equipment, increase service requirements, and increase net revenues. The UW-L administration has been collaborating with student leaders to determine how best to use the additional revenues from the pouring rights contract to maximize benefits to the campus community.

The University of Wisconsin-La Crosse is prepared to enter into a Pouring Rights for Fountain and Vending Services contract with Pepsi Cola Bottling of La Crosse based on the response to RFP RL-06-2329. This request is for a seven-year contract starting August 15, 2007 and ending August 14, 2014.

The University, in offering fountain pouring, vending, and certain sponsorship opportunities to Pepsi Cola, and has required specific equipment, services, fees, and pricing guarantees in return. After evaluating two proposals, a decision was made to pursue contract negotiation with Pepsi Cola Bottling of La Crosse, the high scoring vendor. The proposed agreement is a result of those negotiations.

REQUESTED ACTION

Approval of Resolution I.2.d.(1)

That, upon recommendation of the President of the University of Wisconsin System and the Chancellor of the University of Wisconsin-La Crosse, the Board of Regents approves a seven-year contract with Pepsi Cola Bottling of La Crosse to provide exclusive soft drink fountain and vending services to the University effective August 15, 2007.

DISCUSSION

Two proposals were received and after initial evaluation, a notice of intent to award was made to Pepsi Cola pending successful negotiation of a final contract. The final terms and provisions of the negotiated contract consolidates both the fountain and vending service into one contract with significant equipment, service, and financial benefits to the University. The principal provisions of the contract are summarized as follows:

- The agreement is for seven-years and is effective on the date it is signed on behalf of all parties. The contract will expire August 14, 2014.
- New energy star equipment is provided for all vending locations.
- New fountain service equipment is being provided in dining units.
- The contractor agrees to pay \$91,000 for each year of the agreement.
- The vending component will provide in excess of \$110,000 per year in commissions.
- The total value of this contract is just over \$1.4 million in revenue to the UW-La Crosse.
- Current contract exclusions allow limited competitor product in select locations.

UW-La Crosse is committed to working with its students to determine the most effective and beneficial uses of the pouring rights revenues.

RELATED REGENT POLICIES

Regent Resolution 8875, dated June 2004, Authorization to Sign Documents

July 13, 2007

Agenda Item I.2.d.(1)

UW-La Crosse
Pouring Rights and Vending Rights Contract

Available at the Office of the Secretary
Board of Regents Office
1860 Van Hise Hall
1220 Linden Drive
Madison WI 53706

Approval of Amended Agreement between the Board of Regents
and the WiSys Technology Foundation, Inc.
for Intellectual Property Management Services

BUSINESS, FINANCE, AND AUDIT COMMITTEE

Resolution:

That, upon recommendation of the President of the University of Wisconsin System and the Chancellor of the University of Wisconsin-Milwaukee (“UWM”), the Board of Regents approves the attached contract with WiSys Technology Foundation, Inc. (WiSys), as amended to reflect UWM’s withdrawal from WiSys, and to indicate that the agreement is no longer a pilot project.

Approval of Agreement between the Board of Regents
and the University of Wisconsin-Milwaukee Research
Foundation for Intellectual Property Management Services

BUSINESS, FINANCE, AND AUDIT COMMITTEE

Resolution:

That, upon recommendation of the President of the University of Wisconsin System and the Chancellor of the University of Wisconsin-Milwaukee, the Board of Regents approves the attached contract with the University of Wisconsin-Milwaukee Research Foundation for the provision of intellectual property management services to the University of Wisconsin-Milwaukee.

**APPROVAL OF INTELLECTUAL PROPERTY MANAGEMENT AGREEMENT
BETWEEN THE BOARD OF REGENTS FOR THE BENEFIT OF THE
UNIVERSITY OF WISCONSIN-MILWAUKEE AND THE UNIVERSITY OF
WISCONSIN-MILWAUKEE RESEARCH FOUNDATION**

EXECUTIVE SUMMARY

BACKGROUND

Since November 2000, intellectual property, including patentable inventions, resulting from externally-funded research at the University of Wisconsin-Milwaukee (“UWM”) and UW System institutions other than UW-Madison has been managed by the WiSys Technology Foundation, Inc. (“WiSys”), a subsidiary of the Wisconsin Alumni Research Foundation (“WARF”). WiSys was established by WARF, the UW-Madison intellectual property manager, to give other System institutions a technology transfer arrangement parallel to that of UW-Madison. Under the terms of the WiSys agreement, patent licensing revenue is divided among WiSys, UW System, the inventor, and his or her institution.

UWM is proposing to withdraw from WiSys and to obtain its intellectual property management services from a new foundation specifically dedicated to supporting research and innovation at UWM. UWM and UW System seek approval of an agreement with the University of Wisconsin-Milwaukee Research Foundation (“UWMRF”), a non-profit corporation formed in 2006, designating UWMRF to serve as UWM’s intellectual property manager. Under the terms of the agreement, UWMRF will manage patents and other intellectual property resulting from externally-funded research at UWM, with distribution of revenues parallel to the WiSys and WARF arrangements. In addition, the WiSys agreement will be amended to reflect UWM’s withdrawal from WiSys. The UWM/UWMRF agreement and the revised WiSys agreement are before the Board for approval.

REQUESTED ACTION

Approval of Regent Resolutions I.2.d.(2) and I.2.d.(3).

DISCUSSION

UWM and UW System have determined that contracting with a separate research foundation for intellectual property management services will promote the institution’s research mission and development of patentable inventions and other intellectual property for public use. To replicate the success of the WARF and WiSys arrangements in those areas, the UWMRF agreement parallels UW-Madison’s agreement with WARF and UW System’s agreement with WiSys in all substantive respects, including distribution of licensing revenue. Under the proposed UWMRF agreement, UWM would receive 40%

of the revenues, and the inventor would receive at least 20%, while UWMRF would retain the remainder.

As in the WiSys and WARF agreements, the scope of services provided by UWMRF includes obtaining patents or other legal protection for intellectual property subject to the agreement, and negotiating licenses to maximize public use and generation of revenue from the intellectual property subject to the agreement. UWMRF is also primarily responsible for initiating and defending legal actions, in consultation with the university, to protect the intellectual property from infringement.

Also as in the WiSys and WARF agreements, the UWMRF agreement requires the university to perform an “equity review” to determine ownership rights in every invention resulting from externally-funded research. This responsibility stems from federal law which designates the Board of Regents as the legal recipient of all grants and contracts on behalf of faculty, staff, and students at UW System institutions, and thereby requires the Board to comply with all contractual obligations related to such grants and contracts, including disclosure of patentable inventions to the government. UWMRF’s management of intellectual property is subject to the rights of the federal government or other research sponsor and other parties with pre-existing rights in the intellectual property. The agreement is terminable at will by either party with six months’ notice to the other.

Resolution I.2.d.(2) would authorize an amendment to the WiSys contract to reflect the fact that UWM will no longer participate in WiSys. In addition, the WiSys contract will no longer reflect that it is a pilot program.

Resolution I.2.d.(3) would approve execution of the UWMRF agreement for the provision of intellectual property management services to UW-Milwaukee.

RELATED POLICIES: UW System Financial and Administrative Policies G27 and G34.

**Agreement between
WiSys Technology Foundation, Inc.
and
The Board of Regents of the University of Wisconsin System**

This Agreement, effective the first day of July, 2000, sets forth the terms of a relationship between the Board of Regents of the University of Wisconsin System (hereinafter called "the System") and WiSys Technology Foundation, Inc. (WiSys"), a subsidiary of the Wisconsin Alumni Research Foundation ("WARF").

Whereas, it is the policy of the U.S. Government to foster adoption of a uniform patent policy and to recognize that placing the stewardship of the results of basic research in the hands of universities for delivery through application of the patent system is in the public interest;

Whereas, in furtherance of these objectives, WARF has created a subsidiary corporation, WiSys, the purpose of which is to assist all components of the System other than UW-Madison and UW-Milwaukee as set forth in Appendix A (hereinafter referred to as "Institutions"), in engaging in and obtaining intellectual property protection and licensing activities under the Bayh-Dole Act, 35 U.S.C. 200-212 and as otherwise required;

Whereas, WiSys qualifies as a designated intellectual property management organization under both the Bayh-Dole Act and its regulations;

Whereas, WiSys possesses substantial expertise with respect to evaluating, copyrighting, patenting, and licensing Inventions, and in the exercise of these functions is prepared to assist and extend the scientific mission of the System;

Whereas, the System acknowledges the expertise of WiSys and the importance of extending the scientific mission of the System and desires to designate WiSys as its sole patent management organization for all Institutions; and

Whereas, WiSys is willing to serve in that capacity and has entered into an Operating Agreement with WARF dated July 1, 2000 (the "Operating Agreement") to deliver necessary services to the System and its Institutions.

Now, therefore, WiSys and the System agree as follows:

1. Patent Management Organization.

The System hereby appoints and WiSys hereby agrees to serve as the sole and exclusive patent and intellectual property management organization for all Institutions for:

- a) all Inventions and/or other intellectual property (as defined in section 2 below-Inventions) which arise from research and/or development projects which are funded in whole or in part by an agency of the federal government and, therefore, may be subject to the provisions of the Bayh- Dole Act;
- b) all Inventions and/or development projects that arise and are funded by parties other than a federal agency where the contract, grant, or award to the System or to any Institution requires that Inventions and other intellectual property rights be transferred to WiSys, or to a qualified intellectual property management organization;
- c) all Inventions where the inventor(s) desires to voluntarily assign an Invention to WiSys to take advantage of WiSys' expertise in obtaining intellectual property protection and licensing.
- d) all Inventions WiSys has accepted after an initial rejection and reconsideration under the provisions of paragraph 5 (c).

2. Scope of Inventions.

It is understood that for the purposes of this Agreement the term "Inventions" will include all patentable and potentially patentable Inventions that may be conceived, and/or reduced to practice by any Institution of the System. For the purposes of this Agreement the term "Inventor(s)" will include all faculty, staff, and students at any Institution or the System Administration. Inventions shall include, but are not limited to, computer programs (a.k.a. software), biological materials, and plant germplasm, any or all of which may be protectable by means of utility patents, process patents, plant patents, a certificate under the Plant Variety Protection Act, copyright, trademark, or trade secrets (each of which, for purposes of this Agreement and for licensing, hereafter referred to as "patenting").

3. Payments.

Payments resulting from the licensing of Inventions by WiSys on behalf of the System and its Institutions shall be distributed according to the following formula:

a) Inventors:

Annually, WiSys will remit to inventors twenty percent (20%) of total "Gross Revenues" generated by their Inventions. The System reserves the right to adjust this percentage upward prospectively at its discretion. "Gross Revenues", for the purpose of this Agreement, shall refer to and mean total revenue realized by WiSys as fees, royalties or other cash proceeds from the sale of equity received under the terms of any license granted by WiSys after

payment to third parties, if any, with rights to such Inventions and less any expenditures made by WiSys in proceedings with third parties.

b) WiSys Costs:

WiSys shall be entitled, during the term of this Agreement or until such time as WiSys is fully reimbursed for all costs and fees, whichever occurs first, to retain twenty-five percent (25%) of total annual Gross Revenues generated by Inventions as reimbursement for “Internal Costs,” “External Costs,” and as an “Administrative Fee” (all as defined below). Such costs and fees shall be reduced by any amounts reimbursed to WiSys by licensees or paid directly by licensees on behalf of WiSys.

- 1) Internal Costs as used herein are costs for services provided by WARF to WiSys with regard to specific Inventions under the terms of the Operating Agreement between WARF and WiSys, of even date herewith.
- 2) External Costs shall include costs with regard to specific Inventions for services of outside legal, accounting, consulting or other services deemed necessary to obtain appropriate intellectual property protection for Inventions and to license Inventions to industry. External Costs shall be reimbursed to the amounts actually paid by WiSys for such services.
- 3) The Administrative Fee shall be seven percent (7%) of the total unreimbursed Internal Costs and External Costs as calculated annually on June 30 and shall reimburse WiSys for the costs and expenses of common System-wide services to support education and outreach as provided hereunder.
- 4) If, during any year, all Internal Costs, External Costs, and Administrative Fee have been fully reimbursed, the WiSys share, or any portion thereof, subject to applicable tax law for non-profit institutions, shall be reserved for creation of an endowment to be invested for the benefit of the Institutions (the “WiSys Endowment”).

c) Institutions:

WiSys will remit forty percent (40%) of the Gross Revenues to the System for distribution to the Institution responsible for the Invention to be distributed by such Institution as it deems appropriate for its educational mission.

d) System Administration:

The remaining fifteen percent (15%) of Gross Revenues will be distributed to the System Administration to reimburse ongoing expenses of the Technology Development and Transfer Program. System Administration will add the

expense of the Technology Development and Transfer Program to its biannual budget in 2003 and WiSys shall at that time discontinue paying Gross Revenues to System Administration. Instead, WiSys shall add any Net Revenues available after payment of costs to the WiSys Endowment described in paragraph 3(b)(4).

- e) Any residual Revenues after distribution in accordance with the provisions of this paragraph 3 shall be distributed to individual Institutions in proportion to the Gross Revenue generated by their respective Inventions.

4. Invention Disclosure Procedures

- a) Hereafter, Inventions which may be conceived and/or reduced to practice by Institutions' Inventor(s) as defined in Section 2 above and which may be offered to WiSys for evaluation, patenting, and development must first be disclosed to and reviewed by the System to determine whether and to what extent proprietary rights in such Inventions reside in any Federal agency or research sponsor and to evaluate the System's obligations, if any, to such agency or sponsor. Such review as used in this Agreement means an "Equity Review" of the source, scope, and limits of funding provided to the Inventor(s) during the conception and reduction to practice of the subject Invention. The Equity Review shall be performed to determine the disposition of ownership rights to the Inventions or other Intellectual Property.
- b) If Inventions are reported directly to WiSys in the first instance, WiSys will advise the reporter of the requirement for reporting the Invention to the System, and WiSys will also advise the System of the Invention that has been disclosed to it.
- c) If Inventions are reported directly to the System in the first instance, the System will advise WiSys of the Invention that has been disclosed to it.

5. Invention Review and Acceptance Procedures.

- a) Inventions, however they are disclosed to WiSys, shall be promptly documented and presented to WiSys' Invention Disclosure Committee at its Monthly Disclosure Decision Meeting. The Invention Disclosure Committee shall review all such Inventions and will advise the System of WiSys' decision regarding accepting or rejecting the Invention for intellectual property protection and licensing.
- b) If WiSys accepts an Invention, WiSys shall be responsible for obtaining such intellectual property protection as it, in its sole discretion, deems appropriate and for licensing such intellectual property. In the event that WiSys at any time deems further pursuit of either intellectual property protection or licensing to be unreasonable from a business perspective, WiSys shall inform

the System and the funding government agency (if any) of its decision to relinquish ownership of such Invention.

- c) If WiSys rejects an Invention, it shall provide the System with notice of its decision and the reason(s) therefore and WiSys shall be responsible for notifying any funding government agency of the decision not to pursue intellectual property protection for such Invention. If the System desires to proceed with patenting and licensing the rejected Invention, the System shall request WiSys to reconsider and accept an Invention that WiSys had previously rejected. If WiSys rejects the Invention after such reconsideration, the System may obtain other intellectual property protection and management services for the rejected Invention. It shall not be considered a rejection for WiSys to return a disclosure because it was premature or incomplete or for similar reasons not concerning the substance of the Invention.

6. System Obligations.

In discharging its responsibilities under this Agreement, the System will:

- a) Protect the academic freedom of its faculty;
- b) conserve the public interest;
- c) conduct an Equity Review (as defined in paragraph 4(a) above) of funding sources for all Inventions disclosed to and provide WiSys with a copy of such Equity Review within thirty (30) days of receiving disclosure of an Invention;
- d) send notices of Invention disclosures to government agencies funding the Invention as identified in the Equity Review;
- e) fulfill scrupulously all of its obligations to agencies or organizations supporting its research program;
- f) and preserve the autonomy of WiSys and its staff to the extent consistent with the above.

WiSys Obligations.

In discharging its responsibilities under this Agreement, WiSys will:

- a) grant licenses which are in the public interest and will result in the broadest distribution of the products or processes claimed within the patent involved;
- b) require all licensees who undertake to develop any such Invention to show diligence in pursuing such development and to report progress of such development to WiSys;

- c) grant licenses incorporating reasonable royalties consistent with normal business practices;
- d) make periodic reports to the System and to government agencies as required concerning its patenting and licensing activity, income and expenses, and will supply other information which may be required to fulfill the System's obligations to the Federal agency concerned;
- e) at all times cooperate fully with the System to assist the System in fulfilling all of the obligations which the System owes to agencies or organizations supporting its research program;
- f) initiate, maintain, and defend legal actions as necessary and/or appropriate, consulting with the UW System General Counsel;
- g) undertake certain educational activities which will be provided to all Institutions;
- h) keep the System, through its Office of Technology Development and Transfer, fully advised on an ongoing basis of significant events as they occur;
- i) grant to the System a nonexclusive, royalty-free license to use the service marks of WiSys solely in connection with the purposes of this Agreement;
- j) grant to the System a nonexclusive, royalty-free license to use any Inventions for internal research purposes at any of the System Institutions.

8. Term of Agreement.

- a) This Agreement extends for a period of five (5) years with annual review of the foregoing terms and conditions during that period.
- b) Notwithstanding the provisions of subparagraph (a) above, this Agreement shall continue until such time as any party hereto concludes that the continuation of operations under the Agreement is no longer feasible or in the best interests of the System and WiSys. If either party wishes to terminate this Agreement, that party shall give at least twelve (12) months advance notice in writing of its intention to terminate. In the event of termination by either party, any obligation of either party to any Federal agency or other research sponsor that provided funding which was used in the conception or reduction to practice of an Invention, which obligation arose under or by virtue of this Agreement shall survive termination of this Agreement.
- c) If this Agreement is terminated by either party as provided herein or not extended beyond its five-year term, then WiSys agrees not to accept

assignment of Inventions after the effective date of termination. The parties agree that for a period of three years after the effective date of termination, WiSys will continue its licensing efforts and crediting of royalties as provided in this Agreement with regard to those Inventions that it accepted prior to the effective date of termination. At the end of such three year period, if there are accrued and unreimbursed expenses remaining the parties will agree upon a method and schedule for repayment of such amounts to WiSys by System.

9. Miscellaneous.

This Agreement shall be governed by and construed in all respects in accordance with the laws of the State of Wisconsin. If any provisions of this Agreement are or shall come into conflict with the laws or regulations of any jurisdiction or any governmental entity having jurisdiction over the parties or this Agreement, those provisions shall be deemed automatically deleted, if such deletion is allowed by relevant law, and the remaining terms and conditions of this Agreement shall remain in full force and effect. If such a deletion is not so allowed or if such a deletion leaves terms thereby made clearly illogical or inappropriate in effect, the parties agree to substitute new terms as similar in effect to the present terms of this Agreement as may be allowed under the applicable laws and regulations. The parties hereto are independent contractors and not joint venturers or partners.

10. Integration.

This Agreement constitutes the full understanding between the parties with reference to the subject matter hereof, and no statements or agreements by or between the parties, whether orally or in writing, except as provided for elsewhere in this Agreement made prior to or at the signing hereof, shall vary or modify the written terms of this Agreement. Neither party shall claim any amendment, modification, or release from any provisions of this Agreement by mutual agreement, acknowledgment, or otherwise, unless such mutual agreement is in writing, signed by the other party, and specifically states that it is an amendment to this Agreement.

The parties have accepted and executed this Agreement on the dates indicated below:

THE BOARD OF REGENTS OF THE UNIVERSITY OF WISCONSIN SYSTEM:

By _____
Kevin Reilly, President
University of Wisconsin System

Date _____

WISYS TECHNOLOGY FOUNDATION, INC.

By _____
Carl Gulbrandsen, President

Date _____

Reviewed by WiSys' Attorney

By: _____
Stephanie Adamany

Date: _____, 2007

Appendix A - UW System Campuses

UW 4-Year Campuses (excluding UW-Madison and UW-Milwaukee)

University of Wisconsin-Eau Claire

105 Garfield Avenue
P.O. Box 4004
Eau Claire, WI 54702-4004
Phone: (715) 836-2637

University of Wisconsin-Green Bay

2420 Nicolet Drive
Green Bay, Wisconsin 54311-7001
Phone: (920) 465.2000

University of Wisconsin-La Crosse

1725 State Street
La Crosse, Wisconsin 54601
Phone: (608) 785-8000

University of Wisconsin-Oshkosh

800 Algoma Boulevard
Oshkosh, WI 54901
Phone: (920) 424-1234

University of Wisconsin-Parkside

900 Wood Road
P.O. Box 2000
Kenosha, WI 53141-2000
Phone: (262) 595-2345

University of Wisconsin-Platteville

1 University Plaza
Platteville, Wisconsin 53818-3099
Phone: 1-800-362-5515

University of Wisconsin-River Falls

410 South Third Street
River Falls, WI 54022-5001
Phone: (715) 425-3911

University of Wisconsin-Stevens Point

2100 Main Street
Stevens Point, WI 54481-3897
Phone: 715-346-0123

University of Wisconsin-Stout

712 South Broadway St.
Menomonie, WI 54751
Phone: 715-232-1122

Appendix A – UW System Campuses (continued)

UW 4-Year Campuses (continued)

University of Wisconsin-Superior

Belknap & Catlin
PO Box 2000
Superior WI 54880-4500
Phone: (715) 394-8101

University of Wisconsin-Whitewater

800 West Main Street
Whitewater, WI 53190-1790
Phone: (262) 472-1234

UW 2-Year Campuses

University of Wisconsin-Baraboo/Sauk County

1006 Connie Rd
Baraboo Wi 53913
Phone: (608) 355.5200

University of Wisconsin-Barron County

1800 College Drive
Rice Lake, WI 54868-2497
Phone: (715) 234-8176

University of Wisconsin-Fond du Lac

400 University Drive
Fond du Lac, WI 54935-2950
Phone (920) 929-3600

University of Wisconsin-Fox Valley

1478 Midway Rd.
Menasha, WI 54952
Phone: (920) 832-2600

University of Wisconsin-Manitowoc

705 Viebahn Street
Manitowoc, WI 54220-6699
Phone (920) 683-4700

University of Wisconsin-Marathon County

518 S. 7th Avenue
Wausau, WI 54401
Phone: 715-261-6100

University of Wisconsin-Marinette

750 W. Bay Shore
Marinette, WI 54143-4253
Phone (715) 735-4300

University of Wisconsin-Marshfield/Wood County

2000 W. 5th St.
Marshfield, WI 54449
Phone: (715)-389-6530

Appendix A – UW System Campuses (continued)

UW 2-Year Campuses (continued)

University of Wisconsin – Richland

1200 Highway 14 West
Richland Center, WI 53581-1399
Phone (608) 647-6186

University of Wisconsin-Rock County

2909 Kellogg Avenue
Janesville WI 53546
Phone: (608) 758-6565

University of Wisconsin-Sheboygan

One University Drive
Sheboygan, WI 53081-4789
Phone (920) 459-6600

University of Wisconsin-Waukesha

1500 N. University Drive
Waukesha, Wisconsin 53188-2799
Phone 262-521-5200

University of Wisconsin-Washington County

400 University Drive
West Bend, WI 53095
Phone: (262)-335-5200

UW Extension

(Website for link to all county locations: <http://www.uwex.edu/about/contact>)

UW-Extension headquarters

432 N. Lake Street
Madison, WI 53706
Phone: (608) 262-3980

AGREEMENT

THIS AGREEMENT, effective the ____ day of _____, 2007, is hereby made by and between the UWM Research Foundation, Inc. (the “UWMRF”) and the Board of Regents of the University of Wisconsin System (the “Board”) operating as the University of Wisconsin—Milwaukee (the “University”).

WHEREAS, the University is an institution of the University of Wisconsin System (UW System); and

WHEREAS, it is the policy of the U.S. Government to foster adoption of a uniform patent policy and to recognize that placing the stewardship of the results of basic research in the hands of universities for delivery through application of the patent system is in the public interest; and

WHEREAS, the UWMRF, a nonprofit organization, was incorporated under the laws of Wisconsin on November ____, 2006, for the purpose of supporting research and innovation at the University, including engaging in and obtaining intellectual property protection and licensing activities under the Bayh-Dole Act, 35 U.S.C. 200-212 and as otherwise required, supporting scholarships and grants for research and innovation at the University, supporting corporate partnering activities for the furtherance of research and innovation at the University, and supporting any other activities that further the general research and educational mission of the University; and

WHEREAS, in furtherance of the objectives of the Bayh-Dole Act and of the University’s mission to foster and support development of intellectual property for public use, the University of Wisconsin System has in place a Patent Policy that delineates the rights and responsibilities of faculty, staff, and students in intellectual property generated at UW System institutions, including the University; and

WHEREAS, the UWMRF qualifies as a designated intellectual property management organization under the Bayh-Dole Act and its regulations; and

WHEREAS, the UWMRF is recognized by the Internal Revenue Service as having tax-exempt status under Section 501(c)(3) of the U.S. Internal Revenue Code; and

WHEREAS, the UWMRF was self-formed and has, since inception, been entirely self-managed and legally independent of the University; and

WHEREAS, the UWMRF and the University desire to cooperate to enhance and expand the research goals and public mission of the University; and

WHEREAS, the University desires to designate the UWMRF as its sole intellectual property management organization, and to encourage individual inventors to work with the UWMRF with respect to their intellectual property, so that the UWMRF may help the University protect and license the intellectual property, so that the intellectual property

may be used to generate royalties for the University and the inventor, and so that the University's overall research goals and public missions may be furthered;

NOW THEREFORE, in consideration of the mutual benefits to be received by each of the parties as described herein, and other good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

1. Definitions.

1.1. "Intellectual Property" means, subject to the specific exclusions set forth in Section 1.2: :

- a. All patentable and potentially patentable inventions which may be conceived, and/or reduced to practice by University personnel, including, but not limited to, computer programs (a.k.a. software), biological materials and plant germplasm, all of which may be protectable by means of utility patents, process patents, plant patents, a certificate under the Plant Variety Protection Act, copyright, trademark, or trade secrets (all of which for purposes of this Agreement and for licensing, shall be referred to as "patenting"), and
- b. Any technology, biological materials, know-how, drawings, supporting writings and records and computer software (including source code) necessary to enable the licensing of the foregoing.

1.2. Specifically excluded from the definition of Intellectual Property above are the following:

- a. Any aspect of the Intellectual Property for which the University has a contractual obligation pre-existing the Effective Date or other obligation imposed by state or federal law to transfer intellectual property to another intellectual property management organization;
- b. Any Intellectual Property owned by UWM faculty, staff, or students, or the faculty, staff, or students of another UW System institution, except as voluntarily assigned pursuant to Section 2.1.c below;
- c. Any intellectual property, including trademarks and copyrights, relating to the University brands, the University's public mission, or the University's educational activities; and
- d. Copyrightable instructional materials as defined in UW System Financial Administration Policy G27, except to the extent the

author and/or the University assign rights in such work to the UWMRF; and

- e. Any aspect of the Intellectual Property rejected by UWMRF pursuant to Section 3.5 below.
- 1.3. “Gross Revenues” means the total revenue realized by the UWMRF as fees, royalties or other cash proceeds from the licensing or other commercialization of Intellectual Property assigned to the UWMRF, excluding amounts received by the UWMRF from licensees expressly designated as reimbursement of legal fees and costs.

2. Designation of UWMRF as UWM’s Patent Management Organization

- 2.1. The University hereby appoints the UWMRF, and the UWMRF agrees to serve, as the sole and exclusive patent and intellectual property management organization for the following:
- a. All Intellectual Property which arises from research and/or development projects which are funded in whole or in part by an agency of the federal government and, therefore, may be subject to the provisions of the Bayh-Dole Act;
 - b. All Intellectual Property which arises from research and/or development projects which are funded by parties other than a federal agency where the contract, grant, or award to the University (hereafter “Private Sponsored Research Agreement”) requires that inventions be transferred to the UWMRF or a qualified patent management organization;
 - c. All Intellectual Property where the inventor(s) desires to voluntarily assign an invention to the UWMRF in exchange for UWMRF’s services.
- 2.2. The University and UWMRF recognize that, under UW System Patent Policy, Intellectual Property is customarily owned solely by the inventors, except as otherwise required by law or contract, and Intellectual Property owned by the inventor may be managed by the UWMRF only after voluntary assignment by the inventor pursuant to Section 2.1.c above.
- 2.3. The University shall not appoint, engage, or otherwise use the services of any organization other than the UWMRF for the purposes of managing and commercially exploiting the Intellectual Property, except as provided in Section 3.5 below. This obligation does not apply to individual inventors who own Intellectual Property.

- 2.4. The University shall make commercially reasonable efforts to negotiate for assignment to the UWMRF in such Private Sponsored Research Agreements, where such assignment is consistent with UW System Patent Policy.

3. Invention Disclosure, Review, and Acceptance Procedures.

- 3.1. Prior to disclosing any aspect of the Intellectual Property to UWMRF, the University shall review the Intellectual Property to determine whether and to what extent proprietary rights in such Intellectual Property reside in:
 - a. Any federal agency;
 - b. Any research sponsor;
 - c. Any inventor;
 - d. Any other intellectual property management organization; or
 - e. Any other individual or entity.

Such review as used in this Agreement means an “Equity Review” of the source, scope, and limits of funding provided to the inventors during the conception and reduction to practice of the subject invention. The Equity Review shall be performed to determine the disposition of ownership rights to the Intellectual Property. In connection with the Equity Review process, the University shall be responsible for disclosing Intellectual Property to the federal government as required by law.

- 3.2. Should an inventor report any aspect of the Intellectual Property directly to UWMRF, UWMRF will advise the reporter to disclose the Intellectual Property to the University for the purposes of the Equity Review, and shall advise the University that the Intellectual Property has been disclosed to UWMRF.
- 3.3. The University, promptly after completing an Equity Review, shall disclose to UWMRF all Intellectual Property for which UWMRF is the patent and intellectual property management organization under by this Agreement.
- 3.4. UWMRF shall review all Intellectual Property disclosed to it and will advise the University whether it accepts or rejects the Intellectual Property for intellectual property protection and licensing. It shall not be considered a rejection for UWMRF to return a disclosure because it was premature or incomplete or for similar reasons not concerning the substance of the Intellectual Property.
- 3.5. If UWMRF rejects any aspect of the Intellectual Property, the University or inventor may proceed with patenting and licensing the rejected Intellectual Property on its own or with another intellectual property

management organization. If the University requests UWMRF to reconsider and accept the rejected Intellectual Property, UWMRF shall give due consideration to the University's reasons for requesting reconsideration. If UWMRF still rejects the Intellectual Property after such reconsideration, it will provide an explanation of the reasons for rejection verbally or in writing upon the University's request.

- 3.6. The University, and not the UWMRF, shall be responsible for all state, federal, or other governmental reporting obligations related to the Intellectual Property.

4. Licensing and Marketing of Intellectual Property.

- 4.1. The UWMRF agrees to make all commercially reasonable efforts to license the Intellectual Property to maximize use of the Intellectual Property by the public. Such efforts shall include:
 - a. Pursuing patent, trademark, copyright, or other available protection for the Intellectual Property;
 - b. Negotiating licenses incorporating revenue streams that are commercially reasonable and maximize the potential of the Intellectual Property consistent with the University's goals for its research programs;
 - c. Making periodic reports to the University, no less frequently than quarterly, detailing its patenting, licensing, and marketing activities, financial statements and any and all significant developments relating to its management of the Intellectual Property; and
 - d. Cooperating fully with the University to assist the University in fulfilling its obligations to research sponsors.
- 4.2. The UWMRF hereby grants to the Board a royalty free, non-exclusive, non-transferable license to use the Intellectual Property for educational and research purposes at any of the University of Wisconsin System institutions.
- 4.3. In the event that UWMRF at any time believes further pursuit of intellectual property protection or licensing to be unreasonable from a business perspective, UWMRF will consult with the University about such further pursuit. If, after consultation with the University, the UWMRF deems further pursuit to be unreasonable, it will relinquish ownership of the subject portion of the Intellectual Property to the appropriate parties. UWMRF will provide an explanation of the reasons for discontinuing

protection or licensing activities verbally or in writing upon the University's request.

5. Obligations, Representations, Warranties.

- 5.1. Should the University become aware of reasons why any third party may at any time have an interest in or rights to any aspect of the Intellectual Property in conflict with this Agreement, the University shall immediately notify the UWMRF of such reasons and use reasonable efforts, at no further cost to the UWMRF or the University, to secure transfer of such interest or rights to the UWMRF.
- 5.2. The University shall at any time upon request of the UWMRF make, execute and deliver without further compensation, any and all other instruments in writing, including further applications, papers, affidavits, declarations, power of attorney, assignments, confirmatory assignments, and other documents, and do all lawful acts and things, at no material cost to the University, which, in the opinion of counsel for the UWMRF, its successors and assigns, may in any country be required, necessary, or desirable to effectuate the purposes of this Agreement.
- 5.3. The University shall at any time upon request communicate to the UWMRF, its successors, assigns or other legal representatives any facts relating to the Intellectual Property known to it, and will testify as to the same in any interference, opposition, reexamination, litigation, mediation, arbitration or other proceeding when requested to do so, and when, in the sole discretion of the Board and the University, such activities are consistent with the University's interests and public mission.

6. Sharing of Royalties and Revenues

- 6.1. The UWMRF shall distribute to the University forty percent (40%) of Gross Revenues, which amount from time to time may be revised upon mutual agreement of the parties.
- 6.2. The UWMRF shall distribute to inventors a minimum of 20% of Gross Revenues, which amount from time to time may be revised upward upon mutual agreement of the parties.
- 6.3. The UWMRF shall distribute to the University and inventors their shares of Gross Revenues no less frequently than quarterly.

7. Enforcement of Invention Rights

- 7.1. In the event the University becomes aware of any actual or suspected infringement of any aspect of the Intellectual Property, it shall immediately notify the UWMRF of the same. The UWMRF, in

consultation with the University, may initiate, maintain, and defend legal actions as necessary or appropriate to effectuate the purposes of this Agreement. Any recovery of damages from such action, less the costs and attorneys fees of the litigation, shall be deemed Gross Revenues.

- 7.2. The University shall reasonably cooperate with the UWMRF in such proceedings, subject to the discretion of the Wisconsin Department of Justice and UW System General Counsel to manage the University's interests, provided that the UWMRF will reimburse the University for the cost (including reasonable actual attorneys fees) of any such cooperation that is specifically requested by the UWMRF and pre-approved by the UWMRF in writing, and such costs shall be subtracted from any recovery of damages prior to calculating Gross Revenues as defined in Section 1.3 above.

8. Term of this Agreement.

- 8.1. This Agreement shall remain in effect indefinitely, until terminated by either party upon six (6) months written notice to the other.
- 8.2. In the event of termination, no further Intellectual Property shall be assigned by the University to the UWMRF under this Agreement. All provisions of this Agreement remain in effect as to Intellectual Property already transferred.

9. Miscellaneous.

- 9.1. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their heirs, successors, assignees, and beneficiaries in interest.
- 9.2. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Wisconsin (regardless of such State's conflict of laws principles), and without reference to any rules of construction regarding the party responsible for the drafting hereof.
- 9.3. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, provided that all such counterparts, in the aggregate, shall contain the signatures of all parties hereto.
- 9.4. This Agreement may not be modified, amended or supplemented except by mutual written agreement of all the parties hereto. Each amendment shall be in writing signed by all parties.

- 9.5. This Agreement represents the full and complete agreement of the parties with respect to the subject matter hereof and supersedes and replaces any prior understandings and agreements among the parties with respect to the subject matter hereof.
- 9.6. The University and UWMRF agree that no publicity announcements concerning the terms of this Agreement or concerning the transactions contemplated hereby shall be made without the consent of both parties.
- 9.7. The UWMRF agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in § 51.01(5), Wis. Stats., sexual orientation, or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the UWMRF further agrees to take affirmative action to ensure equal employment opportunities. The UWMRF agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the nondiscrimination clause.

10. Notices.

- 10.1. Any notice to either party hereunder must be in writing signed by the party giving it and shall be mailed postage prepaid, first-class by the U.S. Postal Service or hand-delivered to the following addresses:

If to UWMRF:

UWM Research Foundation, Inc.
Attn: Chair
UWM Alumni House
3230 East Kenwood Boulevard
Milwaukee, Wisconsin 53211

If to University:

University of Wisconsin-Milwaukee
Attn: Chancellor
Chapman Hall
2310 East Hartford Avenue
P.O. Box 413
Milwaukee, Wisconsin 53201

IN WITNESS WHEREOF, the parties have executed this Agreement on the date last shown below but effective as of _____, 2007.

[SIGNATURES ON FOLLOWING PAGE]

**THE BOARD OF REGENTS OF THE UNIVERSITY OF WISCONSIN SYSTEM
OPERATING AS THE UNIVERSITY OF WISCONSIN-MILWAUKEE**

Signature

Date

Printed Name and Title

THE UWM RESEARCH FOUNDATION, INC.

Signature

Date

Printed Name and Title

BOARD OF REGENTS OF THE UNIVERSITY OF WISCONSIN SYSTEM

I.3. Physical Planning and Funding Committee

Thursday, July 12, 2007
Pyle Center
702 Langdon Street
Madison, Wisconsin

10:30 a.m. Physical Planning and Funding Committee – Pyle Center – Room 320

- a. Approval of the Minutes of the June 7, 2007 Meeting of the Physical Planning and Funding Committee
- b. UW-Milwaukee: Authority to Conduct a Campus Master Planning Process to Include Potential New Sites for University Facilities
[Resolution I.3.b.]
- c. UW-Whitewater: Approval of the Design Report and Authority to Adjust the Project Budget and Construct the Moraine Hall Remodeling Project
[Resolution I.3.c.]
- d. UW System: Authority to Construct All Agency Maintenance and Repair Projects
[Resolution I.3.d.]
- e. Report of the Assistant Vice President
 - Building Commission Actions
 - Other
- x. Additional items which may be presented to the Committee with its approval

11:00 a.m. Members of the Committee will Tour the New Ogg Hall at 835 West Dayton Street

12:00 p.m. Lunch – Alumni Lounge

1:00 p.m. All Regents: Retreat on Public Board Effectiveness in the 21st Century

- Richard T. Ingram, President Emeritus, Association of Governing Boards
Pyle Center, Room 325-26

2:30 p.m. All Regents: Retreat on Strategic Planning

- Richard T. Ingram, President Emeritus, Association of Governing Boards
Pyle Center, Room 325-26

Authority to Conduct a Campus Master
Planning Process to Include Potential Sites for
University Facilities, UW-Milwaukee

PHYSICAL PLANNING AND FUNDING COMMITTEE

Resolution:

That, upon the recommendation of the UW-Milwaukee Chancellor and the President of the University of Wisconsin System, authority be granted to seek the release of \$2,000,000 Building Trust Funds – Planning for the purpose of hiring a master planning consultant and preparing a campus master plan that includes potential new sites for university facilities.

THE UNIVERSITY OF WISCONSIN SYSTEM

Request for Board of Regents Action July 2007

1. Institution: The University of Wisconsin-Milwaukee
2. Request: Requests authority to seek the release of \$2,000,000 Building Trust Funds – Planning for the purpose of hiring master planning consultants and preparing a master plan that includes potential new sites for university facilities.
3. Project Description and Scope: This project will provide a comprehensive analysis of existing physical conditions and existing and projected physical needs, and develop recommendations for meeting those physical needs, providing a framework for UWM's physical development for the next ten to twenty years. The master plan will integrate UWM's academic and financial planning with physical development planning. The master plan process will include input from UWM's administration, faculty, staff, and students, from UWSA and DSF stakeholders, from City of Milwaukee and County of Milwaukee stakeholders, from the immediate campus neighboring communities, and from the surrounding Milwaukee metropolitan communities. The master plan will include an in-depth analysis of space utilization, parking and transit, utility and infrastructure needs, historic resources, sustainability opportunities, and student housing for existing and potential new campus sites.

In addition to the main east side campus, existing campus sites include the Kenilworth site, the University Services Building site, the Great Lakes Research Facility, and the University Center for Continuing Education facility. Potential new sites include the adjacent Columbia – Saint Mary's hospital site; an approximately 80-acre parcel on the northeast quadrant of Milwaukee County grounds adjacent to the Milwaukee Regional Medical Center and Milwaukee County Research Park in Wauwatosa; as well as the Aurora Sinai Medical Center and former Pabst Brewery sites in downtown Milwaukee.

The consultant will be provided with existing documentation such as the current campus space use and physical development plans. In addition, other current studies will be provided as an overview of the existing physical plant, current facilities planning and space issues, and needed infrastructure improvements

The study and plan update will provide evaluations and future recommendations for land use, space use, vehicle and pedestrian circulation, parking and transit services, utilities infrastructure, historic preservation, environmental concerns, as well as addressing the issues of neighboring communities and metropolitan area. Existing buildings will be evaluated and recommended either for continued use, revised use, or removal to create open space or future construction sites. In instances where the recommendation is to keep or reuse an existing facility, the building will be categorized for a specific use and purpose. General cost

parameters and phasing options will be provided, and general site planning and building design guidelines will be developed. The study and plan update will include an integrated and comprehensive parking and transit facilities plan that addresses financing, demand for services, and operational management.

4. Justification of the Request: UWM has reached a pivotal moment in its fundamental access and research missions. In order to foster regional economic growth there is a need for increased access to higher education and an increase in research activities that can generate new economic activity. In response to this challenge, a plan for growth of UWM has been proposed by the chancellor. Key components of this plan include providing adequate space to accommodate planned growth and establishing partnerships with other institutions whose missions mesh with those of UWM.

The present "L" shaped main east side campus evolved from the original State Teachers College site established in the early 1900's, and included the acquisitions of neighboring institutions between 1956 and 1965. The main campus is 93 acres, which includes 73 acres that can be developed, and 20 acres, known as the Downer Woods, that are protected from development by state statute. In 2001 UWM acquired and remodeled the Congregation Emanu-El B'ne Jeshurun building adjacent to the south side of campus for the Zelazo Center for the Performing Arts.

UWM also has other facilities within the Milwaukee metropolitan area. For over 30 years, the off-campus Kenilworth Building served as a base for campus physical plant services. In 2006, Kenilworth was redeveloped to provide art department studio space, student housing, and retail space. Physical plant services were relocated to a newly acquired University Services Building just north of campus on Capitol Drive. The University Center for Continuing Education was consolidated in downtown Milwaukee in 1996 in the Plankinton Building adjoining the Grand Avenue Mall. At that time, the former Civic Center campus downtown was eliminated. The Great Lakes Research Facility (GLRF) is located south of downtown adjacent to Lake Michigan. The UWM Field Station near Saukville provides natural communities for research and instruction.

The Board of Regents approved the first campus physical development plan in 1960 when UWM consisted of only 7,000 students and six buildings. At that time, major objectives included planning for an enrollment of 20,000 by 1975. That projection was surpassed five years early with 20,822 students enrolled in 1970. Today, with more than 28,000 students UWM is the most densely populated campus in the UW System and among the most densely populated of its peer research university group.

In 1970 Caudill Rowlett Scott developed a campus master plan to guide the physical development of the main campus. The plan included defining zones for future buildings, pedestrian and vehicle movement, the preservation and refinement of open space, and parking and transit needs. The framework was intended to be structured enough to direct growth yet flexible enough to accept new and changing programs. That plan served as the foundation for the campus development, and the campus has been fully built-out based on that plan. To ease the burden of vehicle traffic and parking on the main campus, master

plan recommendations led to the development of off-campus satellite parking facilities served with a shuttle bus service.

Opportunities for further development of the main campus are limited to construction of replacement space on the sites of demolished buildings. Residential use of adjacent land makes further expansion of land difficult. One opportunity for expansion includes the Columbia-St. Mary's (CSM) Columbia Campus hospital site bordering the northwest edge of UWM. CSM is currently building a replacement hospital facility on the lower east side of Milwaukee and the current Columbia Campus is available for acquisition. In early 2005, UWM completed a feasibility study regarding the potential uses and renovation cost if the university acquired the Columbia facilities. The state has enumerated \$112 million, available between 2009 and 2013, for this purpose.

The Milwaukee region has strengths and needs in three basic areas that are linked to economic development. The first is biomedical sciences, as exemplified in the regional medical campus in Wauwatosa; the second is in automation, as illustrated by the continued strong manufacturing presence in the region; and the third is health care, given the current patient care infrastructure. The growth plan proposed by the chancellor would build on these regional strengths and needs by focusing UWM's research growth in these areas. A potential location for these research activities is near the grounds of the Milwaukee Regional Medical Center and Milwaukee County Research Park- in close proximity to the Medical College of Wisconsin, Children's Hospital, Blood Research Institute, GE Healthcare and other research-intensive enterprises with whom the university could partner.

Another regional need is improved health care, particularly for under-served populations. Consequently, a new UWM School of Public Health is being considered. If approved, it would be the first school or college to be added to this university since 1975. Public health services are best located close to downtown and to communities who need such care. The Aurora/ Mount Sinai site, in the heart of downtown, offers an opportunity for UWM to co-locate clinical facilities that provide clinical experience to students in health care professions.

After more than 30 years since the last master planning efforts, the timing is right for a comprehensive update of the UWM campus master plan. An effective master plan will improve and create connectivity between university programs and community needs, and will provide guidance for future capital improvements, both on the main east side campus and within the Milwaukee region.

5. Budget: \$2,000,000 Building Trust Funds – Planning
6. Previous Action: None

Approval of the Design Report and Authority to
Adjust the Project Budget and Construct the
Moraine Hall Remodeling Project,
UW-Whitewater

PHYSICAL PLANNING AND FUNDING COMMITTEE

Resolution:

That, upon the recommendation of the UW-Whitewater Chancellor and the President of the University of Wisconsin System, (a) the Design Report of the Moraine Hall Remodeling Project be approved, and authority be granted to: (b) increase the project budget by \$268,000 Program Revenue Supported Borrowing; (c) substitute \$400,000 Program Revenue-Cash with \$400,000 Program Revenue Supported Borrowing; (d) and construct the project for a total cost of \$2,665,000 (\$2,465,000 Program Revenue Supported Borrowing and \$200,000 Program Revenue-Cash)

THE UNIVERSITY OF WISCONSIN SYSTEM

Request for Board of Regents Action July 2007

1. Institution: The University of Wisconsin-Whitewater
2. Request: Requests: (a) approval of the Design Report of the Moraine Hall Remodeling Project, and authority to: (b) increase the project budget by \$268,000 Program Revenue Supported Borrowing; (c) substitute \$400,000 Program Revenue-Cash with \$400,000 Program Revenue Supported Borrowing; and, (d) construct the project for a total cost of \$2,665,000 (\$2,465,000 Program Revenue Supported Borrowing and \$200,000 Program Revenue-Cash).
3. Description and Scope of Project: This project will remodel the entire 10,750ASF (12,797GSF) of the main floor of Moraine Hall. Moraine Hall is a single story building with a basement. The work will include a complete remodeling of the main floor of this structure to accommodate its current occupant, the University Bookstore. Some work will be done in the basement to remodel the existing toilet rooms and to create a separate entrance to service the Textbook Rental operations. New entry doors and windows will be provided to create a storefront and reflect the needs of its current retail function. The project will remove the existing chiller and will install new air handlers and DDC controls for the for the HVAC system. The chiller was abandoned in place and the cooling tower was removed in 1999. Also included will be a low voltage electrical distribution system, plus plumbing system upgrades, and replacement of the existing roof, ceilings, lighting, flooring, and walls. A new handicap accessible elevator will be installed to provide full accessibility to the basement. This project will also add sprinklers throughout the entire building and will modify the loading dock and its driveway to improve access for deliveries.
4. Justification of the Request: The University Bookstore and Textbook Rental operations currently occupy 11,150 ASF and 7,740 ASF respectively in Moraine Hall. Since Moraine Hall was constructed as a former dining service building, it does not adequately meet the space needs of its current occupants or reflect contemporary retail needs. This is particularly evident by the use of old walk-in refrigeration units as storage rooms.

The University Bookstore provides required and recommended student textbooks at an economical price to the university community, as well as trade and reference books, supplies, greeting cards, electronics, health and beauty aids, apparel, and an array of services. Textbook Rental provides basic textbooks to all undergraduate students enrolled

in undergraduate courses. For the 2006-07 academic year, the textbook rental fee was \$127.68. It is anticipated that this project will result in a textbook rental increase of approximately \$6.00 to \$10.00 per year. There will be no fee impact for the University Bookstore portion of the project site. The campus wishes to substitute a portion of the program revenue cash in the construction budget with bonding in order to cash-fund bookstore fixture purchases. The project scope and budget increase request is to add replacement of the air handling units.

5. Budget and Schedule:

Budget	%	
Construction		\$2,087,000
Hazardous Material Abatement		20,000
Contingency	7 %	148,000
A/E Fees	9 %	190,000
Other Fees + Reimbursable		7,000
DSF Mgmt. Fee	4 %	90,000
Movable Equipment		116,000
Percent for Art*	.25%	<u>7,000</u>
Total Project Cost		\$2,665,000

Schedule:

Final Documents	September 2007
Bidding Date	October 2007
Construction Start	February 2008
Substantial Completion	August 2008

6. Previous Action:

August 22, 2002
Resolution 8582

Recommended that the Moraine Hall Remodeling project be submitted to the Department of Administration and the state Building Commission, as part of the university's 2003-05 Capital Budget request, at an estimated total project cost of \$2,397,000 (\$1,797,000 Program Revenue Supported Borrowing, \$600,000 Program Revenue Cash). The project was subsequently enumerated in the 2003-05 Capital Budget at \$2,397,000.

Authority to Construct All Agency Maintenance
and Repair Projects, UW System

PHYSICAL PLANNING AND FUNDING COMMITTEE

Resolution:

That, upon the recommendation of the President of the University of Wisconsin System, authority be granted to construct various maintenance and repair projects at an estimated total cost of \$1,356,700 (\$1,137,600 General Program Revenue Supported Borrowing; \$164,500 Program Revenue Supported Borrowing; and \$54,600 Program Revenue Cash).

THE UNIVERSITY OF WISCONSIN SYSTEM

Request for Board of Regents Action July 2007

1. Institution: The University of Wisconsin System
2. Request: Requests the authority to construct various maintenance and repair projects at an estimated total cost of \$1,356,700 (\$1,137,600 General Program Revenue Supported Borrowing; \$164,500 Program Revenue Supported Borrowing; and \$54,600 Program Revenue Cash).

INST	PROJ. NO.	PROJECT TITLE	GFSB	PRSB	PR CASH	GIFT/GRANT	BTF	TOTAL
MIL	05H1O	Htg Plnt CW Sys Cap Incr (Increase)	\$932,200	\$164,500				\$1,096,700
MSN	07F1Z	173/10-174/10 Box Conduit Repl	\$205,400	\$0	\$54,600			\$260,000
UR & R SUBTOTALS			\$1,137,600	\$164,500	\$54,600	\$0	\$0	\$1,356,700

3. Description and Scope of Project: This request constructs maintenance, repair, renovation, and upgrades through the All Agency Projects Program.

Utilities Repair and Renovation Requests

MIL - 05H1O - Heating Plant Chilled Water System Capacity Increase (\$1,096,700 increase for a total project cost of \$4,999,700): This request increases the project budget based on recent cost estimates provided by the design consultant. The recent cost estimates significantly exceed the authorized budget and this project budget increase is required to bid the project. This project installs one chiller with a nominal capacity of 4,000 tons. The new chiller will be installed in an open bay alongside a 3,000-ton chiller. A chilled water distribution pump, a chiller evaporator, and a chiller condenser circulating pump will be installed in the basement including the associated piping connections. The distribution and evaporator pumps will have with variable speed drives.

The Heating Plant opened in November 1969. The facility supplies an underground steam and chilled water distribution network, providing heating and air conditioning for campus buildings. Major equipment includes four boilers and three chillers. Under normal operating conditions, two chillers are operated to meet campus cooling needs while keeping the third chiller off-line as a backup in case of equipment problems. During design of the project to install new variable speed drives on the steam turbines, the campus experienced record cooling loads reaching a peak of approximately 8,200 tons. This is almost one third higher than the previous record peak load experienced in the summer of 2005. The campus chilled water system was not able to keep up with demand on three days in July 2005. In light of the increased cooling demands, the consultant recommended that the chiller retrofit approach be abandoned since it would not provide any additional cooling capacity. The consultant recommended installing a new 4,000-ton electrically driven chiller in the last open chiller bay. A 4,000-ton chiller is the largest capacity machine that will physically fit

in this space. This solution provides the campus with an additional 4,000 tons of cooling capacity, which will reduce the cost of producing chilled water by base loading both electrically driven chillers.

MSN - 07F1Z - Pit 173/10 to Pit 174/10 Box Conduit Replacement (\$260,000): This project replaces 100 LF of underground concrete box conduit and the utility line contents (condensate, compressed air, high pressure steam, and low pressure steam) between Pit 173/10 (adjacent to the utility tunnel next to Chamberlin Hall) and Pit 174/10 (420 N. Charter Street). This project repairs the plaster walls in the equipment room, adjacent laboratory, and stairwell in 420 N. Charter Street that have been damaged by the leaking conduit. Project work also includes all necessary asbestos abatement and site restoration.

The low pressure steam, condensate, and compressed air lines are over 50 years old. The utility lines have deteriorated and are leaking. Leaking steam and condensate have damaged the plaster walls in rooms adjacent to the steam service entrance in 420 N. Charter Street. A temporary pressure reducing station off the high pressure main was installed to feed the low pressure main in 420 N. Charter Street to allow the leaking low pressure steam service to be shut down.

4. Justification of the Request: UW System Administration and the Division of State Facilities continue to work with each institution to develop a comprehensive campus physical development plan, including infrastructure maintenance planning. After a thorough review of approximately 250 All Agency Project proposals and 520 infrastructure planning issues submitted, and the UW All Agency Projects Program funding targets set by the Division of State Facilities (DSF), this request represents high priority University of Wisconsin System infrastructure maintenance, repair, renovation, and upgrade needs. This request focuses on existing facilities and utilities, targets the known maintenance needs, and addresses outstanding health and safety issues. Where possible, similar work throughout a single facility or across multiple facilities has been combined into a single request to provide more efficient project management and project execution.

5. Budget:

General Fund Supported Borrowing	1,137,600
Program Revenue Supported Borrowing	164,500
Program Revenue Cash.....	54,600
Total Requested Budget \$	1,356,700

6. Previous Action:

- 09/2005 05H1O (MIL - Heating Plant Chiller Power Conversion) was previously approved by the Board of Regents at a total project cost of \$1,538,700 (\$1,292,500 General Fund Supported Borrowing and \$246,200 Program Revenue Cash).
- 12/2006 05H1O (MIL - Heating Plant Chilled Water System Capacity) was previously approved by the Board of Regents to change the project scope from a chiller power conversion to increase the chilled water plant capacity and increase the project budget by \$2,364,300 (2,009,700 General Fund Supported Borrowing and \$354,600 Program Revenue Supported Borrowing) for a total project cost of \$3,903,000 (\$3,302,200 General Fund Supported Borrowing; \$354,600 Program Revenue Supported Borrowing; and \$276,350 Program Revenue Cash).

BOARD OF REGENTS OF THE UNIVERSITY OF WISCONSIN SYSTEM

July 13, 2007
9:00 a.m.
1820 Van Hise Hall
1220 Linden Drive
Madison, Wisconsin

II.

1. Calling of the roll
2. Approval of the minutes of the June 7 and 8, 2007 meetings
3. Report of the President of the Board
 - a. Report on June 26 and 27, 2007 meetings of the Wisconsin Technical College System Board
 - b. Report on the July 11, 2007 meeting of the Hospital Authority Board
 - c. Additional items that the President of the Board may report or present to the Board.
4. Report of the President of the System
 - a. Report of the President's 2007 Commission on University Security
 - b. Additional items that the President of the System may report or present to the Board
5. 2007-08 Annual Budget and Tuition Update and Discussion
6. Report of the Business, Finance, and Audit Committee
7. Report of the Physical Planning and Funding Committee
8. Additional resolutions
 - a. Change in date of August 2007 meetings
9. Communications, petitions and memorials
10. Unfinished and additional business
11. Move into closed session to confer with legal counsel regarding pending or potential litigation, as permitted by s.19.85(1)(g), *Wis. Stats.*

The closed session may be moved up for consideration during any recess in the regular meeting agenda. The regular meeting will reconvene in open session following completion of the closed session.

BOARD OF REGENTS OF THE UNIVERSITY OF WISCONSIN SYSTEM

President - Mark J. Bradley
Vice President - Charles Pruitt

STANDING COMMITTEES

Executive Committee

Mark J. Bradley (Chair)
Charles Pruitt (Vice Chair)
Elizabeth Burmaster
Danae D. Davis
Milton McPike
Brent Smith
Jesus Salas
Michael J. Spector
David G. Walsh

Business, Finance, and Audit Committee

Brent Smith (Chair)
Eileen Connolly-Keesler (Vice Chair) (Audit Liaison)
Elizabeth Burmaster
Peggy Rosenzweig
Thomas P. Shields

Education Committee

Danae D. Davis (Chair)
Michael J. Spector (Vice Chair)
Judith V. Crain
Mary Quinnette Cuene
Thomas A. Loftus
Colleene P. Thomas

Physical Planning and Funding Committee

Jesus Salas (Chair)
Milton McPike (Vice Chair)
Jeffrey B. Bartell
Michael J. Falbo
David G. Walsh

Personnel Matters Review Committee

Michael J. Spector (Chair)
Jeffrey B. Bartell
Judith V. Crain
Danae D. Davis
Peggy Rosenzweig

Committee on Student Discipline and

Other Student Appeals

Brent Smith (Chair)
Milton McPike
Michael J. Spector

OTHER COMMITTEES

Liaison to Association of Governing Boards

Eileen Connolly-Keesler

Hospital Authority Board - Regent Members

Milton McPike
Peggy Rosenzweig
Brent Smith

Wisconsin Technical College System Board

Peggy Rosenzweig, Regent Member

Wisconsin Educational Communications Board

Judith V. Crain, Regent Member

Higher Educational Aids Board

Milton McPike, Regent Member

Research Park Board

David G. Walsh, Regent Member

Teaching Excellence Awards

Danae D. Davis (Chair)
Jeffrey B. Bartell
Milton McPike
Jesus Salas
Colleene P. Thomas

Academic Staff Excellence Awards Committee

Eileen Connolly-Keesler (Chair)
Danae D. Davis
Milton McPike
Jesus Salas
Brent Smith

Public and Community Health Oversight and Advisory Committee

To be appointed

Committee on Regent Response to the Legislative Audit Bureau Audit on Personnel Policies and Practices

Thomas A. Loftus (Chair)
Jeffrey B. Bartell
Eileen Connolly-Keesler
Judith V. Crain
Professor Chris Sadler
Interim Chancellor Richard Telfer
Academic Staff Representative Dennis Shaw

The Regents President and Vice President serve as ex-officio voting members of all Committees.

BOARD OF REGENTS OF THE UNIVERSITY OF WISCONSIN SYSTEM

2007 MEETING SCHEDULE

(Held in Madison unless otherwise indicated)

January 4th and 5th (cancelled, circumstances permitting)

February 8th and 9th

March 8th and 9th (at UW-Parkside)

April 12th and 13th (at UW-Oshkosh)

May 10th and 11th

June 7th and 8th (at UW-Milwaukee)

July 12th and 13th

August 23rd and 24th (cancelled, circumstances permitting)

September 6th and 7th

October 4th and 5th (at UW-River Falls)

November 8th and 9th

December 6th and 7th (hosted by UW-Madison)