## AGREEMENT FOR THE CONDUCT OF FIELD PLACEMENT BETWEEN BOARD OF REGENTS OF THE UNIVERSITY OF WISCONSIN SYSTEM AND THE DEPARTMENT OF TRANSPORTATION

This agreement is between the Board of Regents of the University of Wisconsin System (hereinafter referred to as "University") and the Wisconsin Department of Transportation (hereinafter referred to as "Transportation"). It is intended to apply to existing and future field placement agreements between Transportation and the University. Any inconsistent provisions in existing agreements are hereby superceded.

In considerations of mutual benefits to respective parties, the University and Transportation agree to the terms set forth below.

## THE UNIVERSITY AND TRANSPORTATION JOINTLY AGREE:

- 1. That there shall be no discrimination against students on the basis of the students' race, color creed, religion, sex, national origin, disability, ancestry, age, sexual orientation, pregnancy, marital status or parental status.
- 2. That the State of Wisconsin will indemnify its employees, officers, and agents against liability for damages arising out of their activity while acting within the scope of their respective employment or agency, pursuant to secs. 895.46 (1), and 893.82, Wis Stats.
- 3. By executing this agreement, neither the University nor Transportation waives any constitutional, statutory, or common law defenses, nor shall the provisions of agreement create any rights in any third party.
- 4. Any risk of liability and/or workers compensation will rest with Transportation; risk cannot be transferred to the University.
- 5. The cost of labor paid for interns may be charged to existing grants between DOT and federal agencies. The DOT agrees to pay the actual cost of wages plus fringe benefits, including tuition remission as applicable, calculated using the UW's Fringe Benefit Rates for Extramural Support Funds applicable to the classification and period of the wages. The UW agrees to waive other administration and indirect cost allocations including the Facilities and Administration (F&A) rate

## **TERM OF AGREEMENT:**

This agreement shall be for a five (5) year term, commencing September 20, 2011 and ending September 19, 2016. The agreement may be terminated by filing a ninety-day written notice by either party to the respective offices named below.

University of Wisconsin System Administration Office of Risk Management P.O Box 8010 Madison, WI 53708-8010 Wisconsin Department of Transportation Risk, Safety & Facilities Section P.O. Box 7915 Madison, WI 53707-7915

FOR THE WISCOSNIN DEPARTMENT OF

FOR THE BOARD OF REGENTS OF THE JUNIVERSITY OF WISCONSIN SYSTEM

MUW HUDO Signature of Authorized Official

\_\_\_

Sheri Ackley, Dir. Safetz & Loss

Name and Title (type or print)

Signature of Authorized Official

TRANSPORTATION

Date

DAM en Bur Rist Marcse
Name and Title (type or print)