

AGREEMENT  
BETWEEN  
THE UNIVERSITY OF WISCONSIN-MILWAUKEE  
AND  
THE WISCONSIN DEPARTMENT OF NATURAL RESOURCES  
FOR  
JOINT RESEARCH POSITIONS

This Agreement, effective the date of the last signature, by and between the Board of Regents of the University of Wisconsin System on behalf of the University of Wisconsin-Milwaukee (University) and the Wisconsin Department of Natural Resources (Department),

WITNESSETH

WHEREAS, the University and the Department wish to establish a vehicle for the appointment of research scientists jointly funded by the Department and the Great Lakes WATER Institute (WATER Institute), a University of Wisconsin System/University of Wisconsin-Milwaukee institute administered by the Graduate School of the University of Wisconsin-Milwaukee; and

WHEREAS, the Department and the University, through its Great Lakes WATER Institute, wish to provide for active cooperation in the advancement, organization, and conduct of research, graduate education, public relations, and demonstration programs; and

WHEREAS, such research appointments will facilitate the efforts by both the Department and the WATER Institute to understand Wisconsin's natural resources; and

WHEREAS, such research appointments will expand and formalize the relationship between these two State agencies;

NOW THEREFORE, in consideration of the premises and the mutual covenants contained herein, the parties agree as follows:

SECTION I  
OBJECTIVES OF THIS AGREEMENT

1.1 To conduct research on Great Lakes and aquatic resources and to investigate the utilization, management, protection, and restoration of such resources, with focus on the needs of the State of Wisconsin.

1.2 To disseminate research findings through the publication of reports, bulletins, circulars, journal and magazine articles, and by electronic media, which findings may be disseminated as scientific, semi-popular, or popular materials.

1.3 To provide technical and scientific training at the graduate and professional level in the field of fisheries, aquatic science and natural resource research, management, and education.

1.4 To make available to citizens and local, state, and federal officials, facts, methods, literature, and new findings discovered through research.

SECTION II.  
GREAT LAKES FISHERIES RESEARCH SCIENTIST

2.1 The first position to be created under this Agreement is that of a Great Lakes Fisheries Scientist.

2.2 The University and the Department will fill this position with an outstanding fisheries scientist with a demonstrated track record of funded research who will continue to aggressively pursue a state-of-the-art research program in the Great Lakes, focusing on Lake Michigan, in some or all of the following areas: fisheries population dynamics, fisheries biology, ecology, ichthyology, and biological/chemical/physical interactions.

2.3 This scientist is expected to interact in a highly interdisciplinary, team oriented environment and to develop partnerships with the Department through the development of research agendas that are responsive to fisheries management needs of the Department and the WATER Institute on Lake Michigan, Green Bay and Lake Superior; to participate in local, state, national and international scientific and public policy forums; to supervise advanced undergraduate/graduate students and post-doctoral scientists; and to participate actively in the communication of research findings to the public as well as to the scientific and regulatory community.

2.4 Under SECTIONS IV and V of this Agreement the Department agrees to transfer to the University an amount not to exceed \$32,000 during fiscal year 1999, not to exceed \$36,000 during fiscal year 2000, not to exceed \$40,000 during fiscal year 2001, and not to exceed an amount to be agreed upon by formal amendment to this Agreement in any subsequent year (FY 2001 and beyond), for the position created as described in this Section. Any portion of the monies allotted by the Department or the University for fiscal year 1999 that is not expended for salary may be made available to the Fisheries Research Scientist described in this Section for laboratory and program costs directly related to that position. Payment shall be made by the Department upon receiving an invoice itemizing all eligible costs and referencing this Agreement and the Department's purchase order number, if the invoice is received by the Department within 60 days of the end of the fiscal year to which it applies. The University agrees to provide an initial annual amount of not less than \$48,000 (FY 1999) representing 60% of the support for this position. In subsequent years this amount will be adjusted to maintain a 60% level of support by the University. Any portion of the \$48,000 allotted for fiscal year 1999 that is not expended for salary may be made available to the Fisheries Research Scientist described in this Section for laboratory and program costs directly related to that position.

2.5 Recruitment for this position will be carried out according to University guidelines for the recruitment of academic staff research scientists. A Search and Screen Committee consisting of representatives from both the Department and the University will review all applications, conduct interviews and make a recommendation to the Associate Provost for Research and Dean of the Graduate School as to the best candidate(s) to fill this position. Upon receipt of this recommendation the Associate Provost will, in a timely manner, make an offer of appointment.

2.6 The Department and the University, via the Coordinating Committee described in Paragraph 6.10, will as needed, and not less than twice per year, evaluate the incumbent's work plans, products and work in progress, with the authority to provide direction or redirection of work. Failure to adequately address the fisheries management needs of the Department may be grounds for terminating the incumbent's appointment and filling the position with a new appointee.

SECTION III  
APPOINTMENTS UNDER THIS AGREEMENT

3.1 Appointments will be made to the position of Academic Staff Scientist, a position on the indefinite appointment track, with promotional grades of Assistant, Associate, Senior and Distinguished Scientist.

3.2 Appointments of Academic Staff Scientists will be made in accordance with current personnel policies and procedures governing academic staff as specified in UWM Chapters 101 through 113 of the Academic Staff Personnel Policies and Procedures.

3.3 Supervision of the incumbent scientists will fall under the jurisdiction of the WATER Institute Director, who in turn reports directly to the University's Associate Provost for Research and Dean of the Graduate School.

SECTION IV  
THE DEPARTMENT AGREES TO:

4.1 Make available such personnel, services, and facilities, including equipment, buildings, and land under control of the Department, as may be mutually agreed upon and is feasible while maintaining the Department's ongoing management activities.

4.2 Provide technical support whenever possible to facilitate field research, educational initiatives, and promotional activities.

4.3 Cooperate in planning, developing, and executing research, education, in-service training, publications, demonstration projects, and other programs of the WATER Institute.

4.4 Permit and encourage the incumbent scientists to participate in teaching graduate courses and seminars in their areas of specialization.

SECTION V  
THE UNIVERSITY AGREES TO:

5.1 Create positions that have full academic staff privileges and that will be given rank appropriate to the qualifications of the appointee.

5.2 Provide to the appointee(s) office and laboratory space, as well as full access to marine facilities, instrument shop facilities, clerical support, and all additional services generally available to WATER Institute scientists and/or scientific academic staff for the efficient conduct of research and education.

5.3 Recognize that students who receive financial and logistical support through the Department will be members of an appropriate graduate program and subject to all established admittance review and evaluation procedures of that program.

5.4 Establish appropriate accounts with the University through which operating and research expenditures may be transacted with no Facilities and Administrative Costs charged to the Department.

SECTION VI  
IT IS MUTUALLY AGREED THAT:

6.1 Scientists in these positions shall have expertise in the necessary quantitative skills to enable the dynamic assessment, interpretation, and modeling of the most critical environmental issues facing Wisconsin and the Great Lakes, and to relate them effectively to the public interest.

6.2 The appointment of each scientist shall be made with the concurrence of the Department and the University. The individuals shall present qualifications that meet the criteria for service as major and co-advisers to students in Masters and doctoral programs.

6.3 The scientist position(s) will be formally administered by the University. The full integration of activities, however, will fall under the cooperative auspices of both parties.

6.4 Each Party shall at its discretion, and by request, examine annual statements of financial expenditures and balances, and other financial reports or information needed for evaluating the scientist research program. This will include new funds and any gift or unexpended funds of the previous year.

6.5 Each party shall examine and suggest revisions to the incumbent's annual research priorities.

6.6 Each Party shall integrate into its own programs, insofar as practicable, research initiatives that best meet the needs of the State of Wisconsin.

6.7 Both Parties shall exchange information so that each is informed of the plans, programs, progress, needs, and probable future trends and patterns of development of the respective fisheries research and management programs.

6.8 The participation of the Department or University in funding these research positions is not intended to make either party liable for any claims that might arise as a result of the researcher's activities.

6.9 The acquisition of special funds (grants, contracts, gifts, bequest funds, etc.) is encouraged and expected, and their use is intended to support further research.

6.10 This Agreement shall be administered by the University and the Department through a four member Coordinating Committee consisting of two individuals appointed by each party. The Coordinating Committee shall meet annually or more frequently, as mutually agreed.

SECTION VII  
PUBLICATIONS

7.1 The scientist designated for the conduct of a specific project shall have primary responsibility for the quality of work being submitted for publication, as well as for adhering to the publication guidelines of the cooperating agency supporting the project.

7.2 Publication may be independent or joint as agreed upon, always giving credit for cooperation of the Department and University, and of contributing agencies, yet recognizing within proper limits the rights of the individual doing the work.

**SECTION VIII  
SPECIFIC APPOINTMENTS**

8.1 Each specific appointment under this agreement must be formulated by a descriptive document, subject to review and approval by the Coordinating Committee described in SECTION VI, that is subordinate to, and follows the intent of, this general Agreement. The descriptive document must detail the position goals and objectives, specific job responsibilities, and expectations implicit to the position.

8.2 Scientists in these positions will have considerable latitude for conducting original research and shall take a lead role in the development of an extramurally supported research program.

8.3 All normal graduate student support facilities of the program accrue to those individuals by virtue of the individuals being regular members of the graduate program.

**SECTION IX  
NONDISCRIMINATION IN EMPLOYMENT**

In connection with the performance of research work under this Agreement, the Parties agree not to discriminate against any employee or applicant for employment because of sex, race, religion, color, age, handicap, physical condition, developmental disability as defined in section 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 parties agree to take affirmative action to ensure equal employment opportunities. The parties agree to post in conspicuous places, available for employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. Failure to comply with the conditions of this clause may result in either or both of the parties being declared an "ineligible" contractor, in termination of the Agreement, or in withholding of payment.

**SECTION X  
TERMINATION OF AGREEMENT**

This Agreement shall, upon signing, remain in effect, subject to modifications agreed upon by the parties in writing, until June 30, 2004, and shall be renewed on a 4-year basis thereafter until amended or terminated upon twelve (12) months notice by either party. The parties note herein and primarily that these are scientific academic staff positions with indefinite appointment after a qualifying length of service per the UW-System code. Each party reserves the right to cancel this Agreement in whole or in part, without penalty, because of nonappropriation of funds or failure of the other party to comply with terms, conditions, or specifications of this Agreement.

**SECTION XI  
ENTIRE AGREEMENT; AMENDMENTS**

This Agreement, together with all referenced parts and attachments, shall constitute the entire Agreement and previous communications or agreements pertaining to the subject matter of this Agreement are hereby superseded. Any revisions may be made only be written amendment to this Agreement, signed by both parties prior to the ending date of this Agreement.

**SECTION XII  
ASSIGNMENT**

Neither this Agreement nor any right or duty of this Agreement may be assigned, delegated or subcontracted by either party.

**SECTION XIII  
LIABILITY**

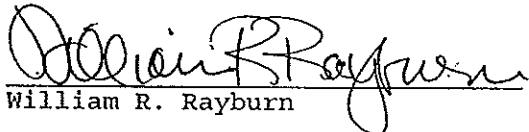
Each party agrees that as related to this Agreement any loss or expense (including costs and attorney fees) by reason or liability imposed by law will be charged to the party, whether the University or Department, responsible for the officer, employee, or agent whose activity caused the loss or expense.

**SECTION XIV  
INDEPENDENT STATUS**

Each party recognizes that it is an independent agency for all purposes, including workers compensation, and not employees, or agents of each other.

**APPROVALS:**

**UNIVERSITY OF WISCONSIN  
MILWAUKEE**

  
\_\_\_\_\_  
William R. Rayburn

Associate Provost for Research &  
Dean of the Graduate School

**WISCONSIN DEPARTMENT OF  
NATURAL RESOURCES:**

  
\_\_\_\_\_  
George Meyer

Secretary, Wisconsin Department  
of Natural Resources

**DATE:**

5/2/99

4/26/99