



## Wisconsin National Data Consortium (WiNDC)

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# WISCONSIN NATIONAL DATA CONSORTIUM MEMBERSHIP AGREEMENT

This Agreement for membership in the Wisconsin National Data Consortium, effective \_\_\_\_\_, is by and between \_\_\_\_\_, ("Member"), and the Board of Regents of the University of Wisconsin System on behalf of the University of Wisconsin-Madison, Department of Agricultural and Applied Economics ("UW-Madison"), which manages the Wisconsin National Data Consortium ("WiNDC").

WHEREAS, UW-Madison has organized and will serve as the administrative home for the Wisconsin National Data Consortium, which will facilitate the creation and documentation of open source multisectoral economic datasets for US states and counties, created by open source computer programs which can be run on NEOS (<https://neos-server.org/neos/>). The datasets will be provided together with canonical general equilibrium models which can provide the starting point for quantitative policy analysis. The parties agree as follows:

### Article 1 - Definitions

As used herein, the following terms shall have the following meaning:

1.1. "Member" means the organization which is a Party to this Agreement identified above and pays the membership dues for that year. Multiple subunits of an organization may each join as distinct Members with voting rights, or may pool their resources and join as a single Member with the Member's voting rights assigned internally by the organization.

1.2. "Membership Dues" are paid annually for a Member to participate in WiNDC. In 2022 the membership dues are \$40,000. Following consultation with the WiNDC Members, UW-Madison reserves the right to increase the Membership Dues to account for inflation, etc., by providing writing notice to the Members at least 90 (ninety) days before the Membership Renewal date specified in Article 3. All Membership Dues are to be paid in U.S. Currency (U.S. (\$) Dollars).

1.3. "Director" means individual with primary responsibility for administering WiNDC, who will be appointed by UW-Madison.

### Article 2 - Member Benefits

2.1. Membership in the WiNDC advisory board with the opportunity to participate in an annual meeting and vote on directions for database development.

- 2.2. Prerelease access to the WiNDC database.
- 2.3. Periodic reports about Consortium activities.
- 2.4. Information on graduate degree candidates.
- 2.5. Preferential access to short courses that UW-Madison may offer for a fee at its discretion.
- 2.6. Occasional informal visits to WiNDC research facilities for detailed discussions with faculty and students.
- 2.7. Access to *technical services agreements* through which advisory board members may request targeted model development and analysis. Short term projects may be billed on a time and materials basis subject to the negotiated overhead rate (55.5% for federal agencies in FY2022).

#### Article 3 – Term; Membership Renewal

3.1. The initial term of this Agreement is from \_\_\_\_\_ to \_\_\_\_\_. It may be renewed for additional one-year renewal terms at the election of Member. Members shall notify the WiNDC Director of intent to renew at least ninety (90) days before the end of the initial term or any renewal term, as applicable. Notices of renewal shall be sent by email to [windc@aae.wisc.edu](mailto:windc@aae.wisc.edu).

3.2. Member agrees to pay the cost of Membership Dues within thirty (30) days of receipt of invoice. Checks should be made payable to the University of Wisconsin-Madison and mailed to Department of Agricultural and Applied Economics, WiNDC Manager, 427 Lorch Street, Madison WI 53706.

#### Article 4 - Project Personnel and Facilities

UW-Madison has the necessary personnel and facilities required for projects funded by WiNDC. All property acquired especially for projects will become the property of UW-Madison.

#### Article 5 - Confidential Information

UW-Madison does not desire to receive information which is confidential to the Member's business. However, should it be necessary for UW-Madison personnel to receive such confidential information in order to perform certain WiNDC - related activities, UW-Madison and its employees agree to use their best efforts to prevent the disclosure of such information furnished by the Member, provided such confidential information is clearly indicated in writing as confidential or if given orally, reduced to writing as confidential within thirty (30) days. This obligation of confidentiality shall last for the term of this Agreement and a period of one year thereafter. The confidentiality, as stated above, will not apply to information which:

- a) is at the time of receipt public knowledge, or after receipt becomes public knowledge through no act of omission on the part of UW-Madison;

- b) was known to UW-Madison, as shown by written records, prior to disclosure by Member;
- c) is received by UW-Madison from a third party who did not obtain the information from Member; or
- d) is developed independently by employees of UW-Madison who had no access to or knowledge of the Confidential Information provided by Member, as evidenced by UW-Madison's records;
- e) is subject to disclosure under operation of law

If 5(e) applies, then the legally obligated party shall inform the other party and shall, to the extent possible, cooperate to minimize the extent of the disclosure.

#### Article 6 - Publication

Publication of research results is of fundamental importance to universities, faculty members and their research programs, and Members are free to publish results of their research using the WiNDC database and other WiNDC products. Members agree to coordinate the publication of manuscripts from projects in which more than one Member participates, and to provide appropriate attribution to WiNDC when WiNDC products or funding supports the research.

#### Article 7 - Quality Control & No Warranties

7.1. Because the data for the WiNDC database will be assembled from the contributions of many diverse individuals, it is not possible to guarantee the total absence of error in the database. UW-Madison will use its reasonable effort to insure consistency of the WiNDC database and to provide the maximum possible degree of quality control; and when errors are found, to fix the error, and notify Member and other users of the WiNDC database of such errors.

7.2. UW-Madison makes no warranties, express or implied as to the accuracy of the WiNDC database, or its use, merchantability for any purpose. UW-Madison shall not be liable for any direct, indirect, consequential, special or other damage's suffered by member or any other user of the database or any product or process based on the database or by any licensee resulting from the use of the WiNDC database.

#### Article 8 - Use of Names

Neither member nor UW-Madison shall use the name, trademark, or the name of any employees of the other or any other member, in any publicity, advertising or news release without the prior written approval of an authorized representative of that party. Members agree, unless they inform UW-Madison otherwise in writing, to have their name appear on the WiNDC website.

#### Article 9. Privileges and Immunities

Nothing in this Agreement or in any document relating thereto, shall be construed as constituting a waiver of privileges or immunities by the Member or UW-Madison nor as conferring any privileges or immunities of the Member or UW-Madison on the other party or its personnel.

Article 10. General

This instrument contains the entire agreement between the parties with respect to the subject matter hereof, and any representation, promise or condition in connection therewith not incorporated herein will not be binding on either party. If any term of this Agreement is held invalid or unenforceable, such term will be considered omitted from this Agreement and will not affect the validity or enforceability of the rest of this Agreement. If payment for membership in this consortium is initiated by a Purchase Order, terms of this Agreement supersede the terms of Purchase Order.

IN WITNESS WHEREOF, this agreement is effective as of \_\_\_\_\_.

MEMBER:

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

UW-MADISON :

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_