

PLEASE NOTE: THIS ORDER SHOWS SPECIFIC ADDRESSES FOR ORDER INQUIRY AND BILLING

BILLING ADDRESS

THE UNIVERSITY OF WISCONSIN-MADISON
ACCOUNTS PAYABLE
21 NORTH PARK, SUITE 5301
MADISON, WISCONSIN 53715-1218

ORDER INQUIRY ADDRESS

TELEPHONE: (608) 262-1526 - FAX: (608) 262-4467
THE UNIVERSITY OF WISCONSIN-MADISON
PURCHASING SERVICES
21 NORTH PARK, SUITE 6101
MADISON, WISCONSIN 53715-1218

ORDER NUMBER

811K694 146013

SHOW THIS NUMBER ON ALL
CORRESPONDENCE
INVOICES SUBMITTED WITHOUT
ORDER NUMBERS
WILL BE RETURNED

SEE OTHER SIDE FOR INVOICING INFORMATION

ACADEMIC SUPPORT SERVICES ORDER

DATE

08 08 2018

FSU W7A

SERVICE PROVIDER

TRANSILVANIA UNIVERSITY OF BRASOV
BULEVARDUL EROILOR 29
BRASOV 500036
ROMANIA

PROVIDE SERVICES TO

UNIVERSITY OF WISCONSIN-MADISON
VOLKER RADELOFF
1630 LINDEN DR
MADISON WI 53706

CONTACT: DONNA CHRISTEN 608-262-6440

F.O.B	TERMS	ORDER TYPE	REFERENCE	STATE CONTRACT
O	N30	AC	18 8070	

ITEM	QUANTITY	UNIT	ITEM DESCRIPTION	COMMODITY CODE	UNIT PRICE	TOTAL
01	1	TERM	Rectify and Mosaic 700 Corona Satellite images per Academic Support Services Agreement #18-8070.	91800000000	26250.00	26,250.00
TOTAL						26,250.00

ATTN: PROFESSOR DR. M. NIHA

TERMS: NET 30 DAYS

VENDOR NOTE: TECHNICAL QUESTIONS REGARDING THIS PURCHASE ORDER WILL BE ANSWERED BY THE CONTACT PERSON LISTED UNDER THE DELIVERY ADDRESS. HOWEVER, NO CHANGES TO THIS ORDER CAN BE MADE WITHOUT AUTHORIZATION FROM THE PURCHASING SERVICES DEPARTMENT.

EFFECTIVE 5/1/2018 THRU 4/30/2019

FOR UNIVERSITY USE ONLY:

8 2623 144 A076400 4 AAC9816

To the extent required by law,
the Anti-kickback Act (41 USC 51 et seq) applies to this procurement.

TAX EXEMPTIONS

We are a State of Wisconsin agency, and as such, exempt from
all federal, state and local taxes, Wis. DOR ES 40706

Federal Registration No 39-73-1021-K on file with
Internal Revenue Service, Milwaukee

ORDER
APPROVED



LORI VOSS - CONTRACTING OFFICER
ON BEHALF OF THE BOARD OF REGENTS OF THE UNIVERSITY OF WISCONSIN

an Independent Contractor and not as an officer, employee or agent of the University. Provider agrees that it shall take such steps as may be necessary to ensure that any subcontractor or contractor shall be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer or partner of the University.

The Board of Regents of the University of Wisconsin System agrees to provide liability protection for its officers, employees and agents while acting within the scope of their employment. The Board of Regents further agrees to hold harmless the Service Provider, its officers, agents and employees from any and all liability, including claims, demands, losses, costs, damages, and expenses of every kind and description (including death), or damages to persons or property arising out of or in connection with or occurring during the course of this Agreement where such liability is founded upon or grows out of the acts or omissions of any officers, employees or agents of the University of Wisconsin System while acting within the scope of their employment where protection is afforded by ss. 893.82 and 895.46(1) Wis. Stats.

APPLICABLE LAW: This Agreement shall be construed under the laws of the State of Wisconsin. Jurisdiction and venue for any disputes under this Agreement shall be in Dane County, Wisconsin. The contractor shall at all times comply with and observe all federal and state laws, local laws, ordinances and regulations which are in effect during the period of this contract and which in any manner affect the work or its conduct. Wisconsin Statute 16.765(1) requires that in connection with the performance of work under this contract, the contractor 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 s.51.01(5), 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 contractor further agrees to take affirmative action to ensure equal employment opportunities. The contractor 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.

INSURANCE: Any vendor providing services to the University of Wisconsin-Madison is required to maintain Worker's Compensation Insurance as required by Wisconsin Statute for all employees engaged in the work, Commercial General Liability (CGL), including product liability and completed operations, and Automobile liability when applicable for all owned, non-owned and hired vehicles that are used in carrying out the contract. Minimum coverages for CGL are Each Occurrence/General Aggregate - \$1,000,000. Automobile Liability minimum is: Combined Single Limit = \$1,000,000. Insurance must be provided by an insurance company licensed to do business in the State of Wisconsin, with a minimum AM Best rating of A-, and signed by an authorized agent. The state reserves the right to require higher or lower limits where warranted. **Validity of this purchase order is dependent upon your meeting the insurance requirements stated above.**

**INVOICING
INFORMATION**

1. **Send invoices directly to the Accounts Payable address** stated on the front of this Purchase Order.
DO NOT send invoices to the SHIP TO address.
2. **Invoice each Purchase Order separately**, referencing the Purchase Order number on the invoice.
Invoices submitted without a valid Purchase Order number will be returned without processing.
3. **Invoice only for items shipped** - - DO NOT invoice for back orders.
4. Include your **complete remit-to name and address** on all invoices.
5. If your contract with the University requires a firm discount, your invoice must identify the discount or state that prices reflect the discount.
6. **Please submit only a single copy of the invoice.**
7. On all invoices, **state the payment terms** specified on our Purchase Order.
8. State statute requires the University to **pay or dispute all invoices within 30 days** of receipt or pay interest at the rate of 12% per annum from the 31st day. In cases where a payment is questioned, the 30 day period begins with the date of problem resolution.

Invoices offering cash discounts greater than \$20 are paid in approximately 15 days. You may wish to consolidate billing for a given Purchase Order to enable you to offer a cash discount over \$20. We encourage monthly billings.

9. Provide the following level of **itemization** on all invoices:

Invoice for Item	1) Unit price
	2) Number of units purchased/shipped
	3) Description of items (model, size, color etc.)

Invoice for Service provided at an hourly rate	1) Number of hours used to perform the service
	2) Hourly rate charged
	3) Complete description of service provided

Invoice for Service provided for a fee (non-hourly basis)	1) Timeframe service was performed (e.g. for period of September 1 - 15, etc.)
	2) Fee charged
	3) Complete description of service provided

10. **Questions regarding payments, past-due amounts, or billing problems should be directed to Vendor Relations.** For accounts beginning with the letters A-F call (608)262-8729, and letters G-Z call (608)262-1527.



ACADEMIC SUPPORT SERVICES AGREEMENT

CONTRACT DETAILS

AGREEMENT NUMBER: 18-8070

This agreement is entered into between the Board of Regents of the University of Wisconsin System on behalf of the University of Wisconsin-Madison Department of **Forest and Wildlife Ecology/College of Agriculture and Life Sciences** (*hereafter University*) and **Transilvania University of Brasov** (*hereafter Contractor*):

CONTRACTOR INFORMATION

Contractor's Name (as shown on W9): Transilvania University of Brasov
Address: Bulevardul Eroilor 29
City / State / Zip: Brasov, Romania 500036
Contact Name / E-Mail: Mihai-Daniel Nita / nita_mihai_daniel@yahoo.com

CONTRACT TERM

Start Date: May 1, 2018 **End Date:** April 30, 2019

COMPENSATION INFORMATION

Fees not to exceed (total amount to be paid for the full contract term) \$26,250.00.

List expenses to be paid: The payment shall be made for a dataset consisting of 700 rectified and mosaicked Corona satellite images for the Caucasus Mountains (see project scope for details).

It will be paid on the purchase order.

PAYMENT TERMS:

The contractor shall invoice by milestone, and for three milestones, i.e., when one third, the second third, and the last third of the dataset is completed.

Rate and payment details: Three payments of approximately \$9,000 each until the total of \$26,250 is reached.

DEPARTMENT CONTACT INFORMATION

Name: Volker Radeloff
Telephone: 608-263-4349
E-mail: radeloff@wisc.edu

PROJECT SCOPE

Scope of Service:

The contractor shall provide a dataset consisting of 700 Corona Satellite images that are both rectified and mosaicked so that they can be further analyzed by project partners here at UW-Madison. We expect a spatial resolution of the final product of 2-3 m, and a spatial accuracy of 10 m in flat areas, and 15 m in mountainous areas. The resulting dataset shall be delivered in GeoTIFF format with JPEG compression. The related digital surface model shall have 30-m resolution.

PROJECT DELIVERABLES

Deliverables:

- The work product is the aforementioned mosaic of georectified satellite images according to the specifications that are listed.
- We expect that the dataset will be completed by April 30th 2019 at the latest, and that the first and second milestones will be reached in the August of 2018 and December of 2018 respectively.
- The major milestones are related to the scope of the work. When a third of the full dataset is completed, i.e., when about 235 images are processed, then the first milestone is reached, and when 470 images are processed, then the second milestone is reached.

DEBARMENT

Federal Executive Order (E.O.) 12549 "Debarment" requires that all contractors receiving individual awards, using federal funds, and all subrecipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government. By signing this document you certify that your organization and its principals are not debarred. Failure to comply or attempts to edit this language may disqualify your bid. Information on debarment is available at the following websites: www.sam.gov and <https://acquisition.gov/far/index.html> see section 52.209-6.

Your signature certifies that neither you nor your principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

SUPPLIER DIVERSITY

Minority, Women Owned, and Service Disabled Veteran Owned businesses are encouraged to register for State of Wisconsin certified status by going to the following website and following the instructions that are provided there: <http://www.doa.state.wi.us/Divisions/Enterprise-Operations/Supplier-Diversity-Program>

For Federal Small Business Administration (SBA) status pertaining to small, disadvantaged, veteran owned, service disabled, woman owned, or HUBZone business designations please visit: <https://www.sba.gov/contracting/getting-started-contractor/make-sure-you-meet-sba-size-standards>

CONTRACTOR ACCEPTANCE

I agree to the standard terms and conditions attached to this agreement. I verify that I am duly qualified and willing to perform the services as an independent contractor. The fees under this Agreement do not exceed my normal and customary rate. I am not a current University of Wisconsin System employee.

FOR THE BOARD OF REGENTS OF THE
UNIVERSITY OF WISCONSIN SYSTEM

University of Wisconsin-Madison

Signature

Hartley Murray

Purchasing Agent Program Supervisor
UW Madison Division of Business Services

Date

Agreement No: 18-8070

FOR THE CONTRACTOR

Transilvania University of
Brasov University

Signature

Prof. dr. ing. Ioan Vasile ABRUDAN
Name Printed or Typed

RECTOR

Title

05.07.2018

Date

+40 268 413000

Phone Number

+40 268 410525

Fax Number

STANDARD TERMS AND CONDITIONS

- 1.0 TERMINATION OF CONTRACT:** This Agreement may be terminated in whole or in part in writing by either party provided that no such termination may be effected unless the other party is given not less than thirty (30) days written notice of intent to terminate. Final payment will be adjusted to reflect actual work completed.
- 2.0 CHANGES:** The University may, from time to time, request changes in the scope of services to be performed by the Contractor in this Agreement. These changes, including any increase or decrease in the amount of compensation which are mutually agreed upon by and between both parties, shall be incorporated in written modifications to this Agreement.
- 3.0 NONDISCRIMINATION IN EMPLOYMENT:** In connection with the performance of work under the Agreement, the Contractor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, sexual orientation, national origin, or developmental disability as defined in Wisconsin Statutes s.51.01(5). 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 form of compensation; and selection for training, including apprenticeship. The Contractor further agrees to take affirmative action to ensure equal employment opportunities for persons with disabilities. The Contractor agrees to post in conspicuous place, available for employees and applicants for employment notices to be provided by the contracting officer setting forth the provisions of the nondiscrimination clause.
- 4.0 EXAMINATION OF RECORDS:** All records incurred under this Agreement are subject to audit by the University and/or the cognizant federal audit agency. The Contractor agrees to give government auditors access to its records where necessary to support costs relating to this contract.
- 5.0 INTELLECTUAL PROPERTY:** The Contractor warrants that to the best of its knowledge all materials furnished and used are its own original material or material which they have obtained permission to use for the purposes of this Agreement.
- The parties agree that Contractor's work under this Agreement is a "work for hire" and that the owner of such work, including any inventions made during the performance of the work, is The Board of Regents of the University of Wisconsin System. If for any reason the work performed by Contractor under this Agreement is found not to constitute a work for hire, then, in consideration for the payment set forth under this Agreement, Contractor hereby assigns all rights in the intellectual property created to The Board of Regents of the University of Wisconsin System.
- The Contractor agrees that all other rights pertaining to the work furnished under this agreement, including any royalties or fees that may accrue, shall belong to the Board of Regents of the University of Wisconsin System.
- 6.0 PUBLICATION REQUIREMENTS:** Any publication resulting from this Agreement must include the following acknowledgement of support: "This material is based upon work supported by...." The University and/or the sponsoring government agency reserve a royalty-free, nonexclusive and irrevocable License to reproduce, publish, otherwise use and to authorize others to use the work for government purposes.
- 7.0 LIABILITY:** The Contractor shall save, keep harmless and defend The State of Wisconsin, The Board of Regents of The University of Wisconsin System and all of its officers, employees and agents against any and all liability claims, costs of whatever kind and nature, for injury to or death of any person or persons, and for loss or damage to any property (state or other) occurring in connection with or in any way incidental to or arising out of the services performed under this Agreement.
- 8.0 EMPLOYMENT:** The Contractor, its officers, agents and employees (if applicable), in the performance of this Agreement shall act in the capacity of an Independent Contractor and not as an officer, employee or agent of the University. Contractor agrees that it shall take such steps as may be necessary to ensure that any subcontractor or contractor shall be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer or partner of the University.
- 9.0 ENTIRE AGREEMENT:** This Agreement represents the entire agreement between the parties with respect to the subject matter hereof and supersedes any prior or contemporaneous agreement or understanding, whether in writing or oral.
- 10.0 APPLICABLE LAW:** This Agreement shall be construed under the laws of the State of Wisconsin Jurisdiction and venue for any disputes under this agreement shall be in Dane County, Wisconsin. The Contractor shall at all times comply with and observe all federal and state laws, local laws, ordinances and regulations which are in effect during the period of this contract and which in any manner affect the work or its conduct.