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Minutes of the meeting of the Executive Committee of the Board of Regents of the University of Wisconsin: January 26, 1931. 1931

Madison, Wisconsin: Board of Regents of the University of
Wisconsin System, 1931

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Forest Products
Lab.

Madison, Wisconsin

Meeting of Executive Committee held at the office of the business manager on January 26, 1931, at 2:00 o'clock P.M.

The meeting was called for the purpose of considering the basis of contribution by the University on account of the increased educational and research facilities to be afforded by the proposed new Forest Products Laboratory, to be constructed by the United States Government on land donated by the Regents, and the modifications to be made in the contract now obtaining with respect to the present Forestry building, such matters having been left to the Executive Committee for determination by the action of the Regents at its meeting of January 21, 1931.

There were present at the meeting John Callahan, Victor Richardson and H. L. Butler, being all the members of the Executive Committee.

There were presented to the meeting the now existing contract with respect to University contribution to the present Forestry building, the action of the Executive Committee at its meeting of December 27, 1929, on the basis of which were subsequently conducted the negotiations with the Government for the construction of the new building, and also a proposed new contract, and the opinion of the Attorney General approving the same as to form and legality.

C. P. Winslow and R. Thelen, of the Forest Products Laboratory, appeared before the Committee and the terms and conditions of the proposed new contract were discussed, and the making of such contract was recommended by the President of the University.

The following resolution was offered by Regent Richardson, seconded by Regent Butler, and was unanimously adopted:

RESOLVED, that the proposed agreement with respect to contribution on account of the operation of the proposed new Forest Products Laboratory to be erected by the United States Government on lands donated by the Regents, pursuant to the authority of Chapter 354, of the laws of 1923, copy of which agreement is appended at length upon the minutes, is hereby approved.

RESOLVED further, that the business manager be, and he is, hereby authorized to execute such agreement on behalf of the Regents of the University, and (upon its execution on behalf of the Government) to deliver the same to the Secretary of Agriculture or other

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proper representative of the Government, along with the certified copy of the resolution adopted by the Regents at its meeting of January 21, 1931, and the deed and building program agreement referred to in such resolution.

M. E. McCaffrey,

Secretary.

UNITED STATES DEPARTMENT OF AGRICULTURE

Cooperative Agreement Between the Regents of the University of Wisconsin and the Secretary of the United States Department of Agriculture.

THIS AGREEMENT, made this 26th day of January, 1931, by and between the Regents of the University of Wisconsin, a corporation organized and existing under the laws of the State of Wisconsin, party of the first part, and the Secretary of the United States Department of Agriculture, party of the second part.

WITNESSETH:

WHEREAS the party of the first part, pursuant to the powers conferred upon it by the statutes of the State of Wisconsin, and particularly by Chapter 354 of the Laws of 1923, has dedicated to the United States a site of about ten acres of land for the purpose of the construction, maintenance, and operation thereon of a Forest Products Laboratory; and

WHEREAS the party of the second part has undertaken to have constructed upon said site, pursuant to the powers conferred upon him by the Laws of the United States, and particularly by the Act of Congress, approved April 15, 1930 (Public No. 128, 71st Congress), Forest Products Laboratory buildings in accordance with a building program approved by the parties hereunto; and

WHEREAS the parties hereunto mutually agree to cancel the cooperative agreement between the party of the first part and the Forester of the United States Department of Agriculture, Forest Service, executed on July 3, 1918, and amended on October 13, 1919, in accordance with a provision contained in said cooperative agreement, upon the date of final surrender by the party of the second part of occupancy of the Forest Products Laboratory building of the University of Wisconsin; and

WHEREAS the parties hereunto mutually agree to fix said date of final surrender by the party of the second part of occupancy of the Forest Products Laboratory building of the University of Wisconsin at some time in the future which date shall be the date upon which this agreement becomes operative; and

WHEREAS the parties hereunto desire to cooperate in the educational and research work of the Forest Products Laboratory:

NOW THEREFORE, in consideration of the premises and of the mutual advantages hereinafter provided for and of the respective services to be rendered and expenses to be borne in connection therewith the parties hereunto do mutually agree as follows:

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That the party of the first part shall:

1. Provide suitable access from the said dedicated site to the system of roads of the University of Wisconsin.

2. Each fiscal year provide or pay for electricity (both for light and power), water, gas, coal, and other materials and labor, or their equivalent in cash, required for carrying forward the research and educational activities of the Forest Products Laboratory in such proportions as to individual items as may be mutually agreed upon from time to time, but to amount in the aggregate, for each fiscal year, to a sum equal to four per cent of the total operating allotments of federal funds to the Forest Products Laboratory for that fiscal year; provided, that the cost to the party of the first part shall not, in any fiscal year, exceed seventeen thousand dollars (\$17,000.00):

Provided, that in any fiscal year in which this agreement is in force during only part of the year, the cost to the party of the first part shall be prorated on the basis of the actual time the agreement is in force, and

Provided further, that the costs shall be the actual costs to the party of the first part as computed in accordance with the regular cost-accounting system of the University of Wisconsin.

3. Permit the use of the laboratories and equipment of the University of Wisconsin by members of the staff of the Forest Products Laboratory for work of advanced character, provided such work does not interfere with the regular work of the University. Plans for said work shall be subject to the approval of the University.

That the party of the second part shall:

1. Present, from time to time, at the University of Wisconsin lectures in the field of forestry and forest products, provided such lectures will not interfere unduly with the work of the Forest Products Laboratory.]

2. Permit the use of laboratory apparatus and equipment by members of the faculty and students of the University of Wisconsin for work of advanced character in the field of forestry and forest products, provided such work does not interfere unduly with the work of the Forest Products Laboratory. Plans for said work shall be subject to the approval of the Forest Products Laboratory.

It is mutually agreed that:

1. The University of Wisconsin will be represented on a committee to advise the Forest Products Laboratory on matters of policy and the character of the work conducted by the Forest Products Laboratory.

2. The party of the second part shall have complete rights to the first publication of results secured at the Laboratory except those secured in connection with the work of students or members of the faculty. After such publication, however, the original data may be used, with the consent of the Forester, in publications of the University. In all publications based on the work of the Laboratory, credit shall be given to both parties to this agreement.

3. Any buildings, apparatus, material, and supplies provided at any time by either party will remain its property and be subject to the disposal of the party furnishing the same.

4. Members of the Forest Products Laboratory carrying on work in any University of Wisconsin quarters will be subject to the regulations of the University which apply to the faculty.

5. Members of the University of Wisconsin carrying on work at the Forest Products Laboratory will be subject to those regulations of the Department of Agriculture which apply to the members of the laboratory staff.

This agreement shall continue in force until cancelled by mutual consent, or until the expiration of one year from the date when notice of desire to cancel the agreement shall have been given by either party to the other.

IN WITNESS WHEREOF the parties hereunto have executed this agreement the day and year above written.

THE REGENTS OF THE UNIVERSITY OF WISCONSIN

By _____

Business Manager
Party of the first part.

ATTEST:

Secretary