

## MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING entered into this 1<sup>st</sup> day of August, 2019 by and between the Board of Regents of the University System of Georgia ("Board of Regents") by and on behalf of Kennesaw State University ("University") and the Kennesaw State University Research and Service Foundation, Inc. ("KSURSF") shall become effective on the date above written.

### WITNESSETH

**WHEREAS**, KSURSF intends to contribute to the educational, research, and service functions of the University in securing gifts, contributions and grants from individuals, corporations or other private organizations, government or other public agencies and in obtaining contracts with such individuals or entities for the performance of sponsored research, educational services, or other programs by the various colleges, schools; departments or other units of the University;

**Whereas**, KSURSF is committed to research objectivity, transparency, and compliance;

**WHEREAS**, the Research and Service Foundation was established as a non-profit corporation under the laws of the State of Georgia in 2005;

**WHEREAS**, it has been determined that it would be advisable and to the material benefit of all concerned to establish certain understandings by and between the Board of Regents, the University and KSURSF; and

**WHEREAS**, the Research and Service Foundation is a legal entity separate from the University that is designated as Cooperative Organization by the President of the University;

**Now**, therefore, for and in consideration of the mutual benefits for and to the Board of Regents, the University, KSURSF, and the people of Georgia, through the efforts and cooperation of the foregoing parties,

BE IT COVENANTED AND AGREED as follows:

- 1 The work of KSURSF in contributing to the better functioning of the University in the development and promotion of new knowledge through education, research, and service missions shall include the securing of gifts, contributions and grants from individuals, corporations, private organizations, governmental agencies, and other public agencies, and the obtaining of, and entering into, contracts with such individuals or entities for the performance of sponsored research, educational services, or other programs to be performed under subcontract by the University.
- 2 The University shall perform the research, educational services, or other programs or projects secured by KSURSF, and approved by the University, under the terms of the

contracts between KSURSF and the sponsoring entities, and the terms of the subcontracts between the University and KSURSF, in accordance with the following:

- a. The persons who are to collaborate or work with these programs or projects shall be selected by officials of the University.
- b. The University, upon request of KSURSF, shall submit reports on the progress of these programs or projects, if needed by KSURSF to fulfill contractual obligations, to sponsoring entities.
- c. Any and all discoveries, innovations, inventions, applications for patents, issued patents, and copyrights relating to the subject matter of these programs or projects which may be made hereafter by faculty members, staff members, or agents of the University during the time they are performing work on these projects or as a result thereof, shall become the property of KSURSF, except where such discoveries, innovations, inventions, applications for patents, issued patents, and copyrights remain the property of the sponsoring entity by virtue of other agreements. The University will cause all employees and/or agents working on these projects to execute an employee patent and/or copyright agreement protecting the aforesaid interest of KSURSF.
- d. Upon request and at the expense of KSURSF, the University agrees to use its best efforts to cause its faculty members, staff members, and agents to execute, when necessary, papers to make applications for letters of Patent of the United States and of foreign countries and to convey complete title to KSURSF.
- e. The parties, hereto, shall negotiate in good faith an agreement to be executed by and between the University, and KSURSF, such agreement to provide for sharing of net royalties and income which may result from said discoveries, innovations, inventions, patents and copyrights by the University, KSURSF, and inventors. Said agreement shall conform to the University's Intellectual Property Policy. Said agreement may provide for assignment to and administration by KSURSF of other University-related or student or employee-related discoveries, innovations, inventions, patents and copyrights.
- f. The University shall use its best efforts to assure that the actions of the University's officials, faculty, staff, students or employees pursuant to this contractual relationship are consistent with policies established by the Board of Regents and the University regarding conflicts of interest, outside activities, and other matters.
- g. The University shall cause to be kept complete and systematic memoranda in writing, including notes on all experimental and research work, descriptions, diagrams, and other data resulting from work on said programs and projects, which

memoranda shall be available to KSURSF at all times during normal hours.

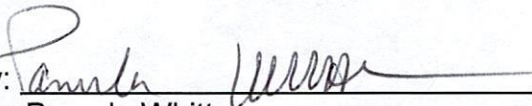
- h. In the event a sponsor requests KSURSF keep secret or confidential any process, device, machine or composition of matter relating to the programs or projects, the University shall use its best efforts, to the extent of applicable laws, to maintain such secrets or confidences and not allow the disclosure of same to anyone without the consent of KSURSF.
  - i. Upon terminating any of these programs and projects all original scientific records and data resulting from them shall belong to KSURSF but shall remain in the files of the University.
  - j. The University may furnish office space, telephone services, and other auxiliary services to the staff of KSURSF.
  - k. Neither the University nor KSURSF shall incur obligations or expenses on behalf of the other party without that party's written approval.
  - l. With regard to contractual matters, KSURSF shall keep the University informed and shall transfer at least monthly to the University, upon invoicing by the University, funds to cover direct costs of the work performed and a charge for facilities and administrative costs for the work performed in connection with programs and projects performed by the University under subcontract with KSURSF, said facilities and administrative costs to be in an amount equal to 60 % of the indirect costs received by KSURSF for any particular contract or project. After paying the necessary costs of its operation, KSURSF shall hold any balance in trust for the University and shall use such balance from time to time and in such a manner as the Board of Directors of KSURSF may see fit for the promotion of research and service at the University.
- 3 The Board of Directors of KSURSF shall submit annually to the President of the University a full report of its actions and activities for the period of such report.
  - 4 Actions and activities of KSURSF taken in the name (of, for the benefit of, or in conjunction with the University shall be in the best interest of the University as determined by the President of the University or the President's designee.
  - 5 KSURSF agrees to conduct independent annual audits of its activities and financial statements and provide a copy to the University. The financial records of KSURSF, including any such audits, shall be available for inspection by the President of the University or the President's designee. KSURSF shall annually present evidence satisfactory to the President of the University or to the President's designee that KSURSF is adequately capitalized for any activities undertaken in the name of, or in conjunction, with the University and will follow all regulations concerning human

subject research and animal welfare protection established or imposed by state or federal law, Board of Regents policy, or executive order of the governor, as well as any state and federal standards pertaining to chemical use and storage and biosafety.


- 6 KSURSF shall annually present evidence satisfactory to the President of the University, or the President's designee, of insurance or self-insurance adequate in form and amounts to cover foreseeable liability arising from activities undertaken in the name of, for the benefit of, or in conjunction with the University.
- 7 Any use by KSURSF of the name of the University or of a symbol or trademark of the University shall be approved in advance by the President of the University or the President's designee.
- 8 KSURSF shall incur no obligations or expenses on behalf of the University without the University's written approval.
- 9 KSURSF shall use its best efforts to eliminate any conflicts of interest related to either institutional employees or the relationship between KSURSF and the University.
- 10 This Agreement shall continue in full force and effect until terminated by either party upon ninety (90) days written notice to the other party and the satisfactory completion of all research projects being performed under subcontract for the KSURSF by the University. At the time of said termination notice by either party or upon dissolution of the KSURSF, any and all assets, property, holdings, and interests shall automatically and immediately revert and/or pass to the University.
- 11 The Research and Service Foundation agrees to abide by the provisions of the Board of Regents' Policy Manual, section 6.17.1 and 6.17.2, and sections 17.2, 17.3, and 17.4 of the Business Procedures Manual of the Board of Regents.
- 12 This Memorandum of Understanding (MOU) supersedes and replaces the previous MOU's entered into between the parties.

IN WITNESS WHEREOF, the Parties by signing below do hereby put this Agreement in force.

**BOARD OF REGENTS OF THE  
UNIVERSITY SYSTEM OF GEORGIA**

By:   
Pamela Whitten  
President, Kennesaw State  
University

**KENNESAW STATE UNIVERSITY  
RESEARCH AND SERVICE  
FOUNDATION**

By:   
Phaedra Corso  
Chief Operating Officer