

RESEARCH SERVICE AGREEMENT NO. _____

BETWEEN

GEORGIA SOUTHERN UNIVERSITY RESEARCH
AND SERVICE FOUNDATION, INC.
AND

THIS RESEARCH SERVICE AGREEMENT ("Agreement") is between the GEORGIA SOUTHERN UNIVERSITY RESEARCH AND SERVICE FOUNDATION INC., a nonprofit corporation organized and existing under the laws of the State of Georgia, having a place of business at Georgia Southern University, P.O. Box 8005, Statesboro, Georgia 30460-8005, hereinafter referred to as "GSURSF", and

"SPONSOR": _____

Attention: _____

Address: _____ Phone: _____

_____ Email: _____

WHEREAS each of the aforementioned being referred to individually as the "Party" or collectively as the "Parties";

WHEREAS, GSURSF and the Board of Regents of the University System of Georgia on behalf of Georgia Southern University (hereinafter referred to as "University") have entered into an agreement wherein University and its faculty and staff employees, independent contractors, subcontractors, and student assistants perform research and service projects under agreements executed by GSURSF with outside sponsors and/or entities, and GSURSF manages and controls University's interests in intellectual property rights created under said agreements with outside sponsors and/or entities; and

WHEREAS, the Research Services contemplated by this Agreement are of mutual interest and benefit to GSURSF and SPONSOR, will further the instructional, research and public service missions of University in a manner consistent with its status as a nonprofit, tax-exempt, educational institution, and may derive benefits for both University and SPONSOR through the advancement of knowledge;

NOW, THEREFORE, the Parties hereto agree as follows:

1. STATEMENT OF WORK AND REPORTING

GSURSF agrees to use its reasonable efforts to perform the Research Services appended hereto and incorporated as Attachment A. Periodic reports will be provided (check one) as described in Attachment A; or as follows: _____

2. PERIOD OF PERFORMANCE

The period of performance shall be _____ to _____.

3. PRICE AND PAYMENT

As compensation for the performance of this Agreement, the SPONSOR agrees to pay GSURSF the fixed price of (\$ _____ .00). SPONSOR shall have no responsibility for any expenditure in excess of the amount specified above.

SPONSOR shall: Furnish full payment with this executed Agreement; or
 Provide payment based upon the schedule of deliverables and/or a separate payment schedule, as described in Attachment A.

Compensation for the performance of this Agreement shall be made payable to GSURSF and should cite the Agreement number provided in the fully-executed Agreement:

Georgia Southern University Research and Service Foundation, Inc.
P.O. Box 8005
Statesboro, GA 30460-8005
912-478-5465

4. REPORTS AND PUBLICATIONS

A. GSURSF shall provide SPONSOR with a written report regarding the data obtained in the course of said Academic Research Services to the extent required in Article 1. Said report shall be maintained as confidential pursuant to Article 5 of Agreement.

B. SPONSOR recognizes that the results of Research Services which do not disclose Confidential Information provided hereunder may be deemed publishable by GSURSF, and that the researchers engaged in project shall be free to publish these results, consistent with the obligations imposed in Article 5 of this Agreement. GSURSF will provide SPONSOR with thirty (30) days to review any manuscripts or proposed publications arising out of Research Services. SPONSOR may request GSURSF to delay publishing such proposed publication for a maximum of an additional sixty (60) days in order to protect the potential patentability of any inventions described therein. Failure to respond within sixty (60) days shall constitute de facto agreement of SPONSOR that no delay in publication is necessary.

5. CONFIDENTIALITY

"Confidential Information" shall mean any SPONSOR-provided materials, written information, and data marked "Confidential" or non-written information and data disclosed which is identified at the time of disclosure as confidential and is reduced to writing and transmitted to the other party within sixty (60) days of such non-written disclosure. GSURSF hereby agrees to use the same degree of care it uses to protect its own confidential information and will, to the extent permitted by law: 1) maintain for a period of five (5) years the Confidential Information obtained from SPONSOR pursuant to this Agreement; and 2) maintain as confidential any data and interpretation of said Confidential Information arising out of said Research Services until SPONSOR has had the opportunity to review same. Publications will be limited to new scientific information regarding Research Services performed, and GSURSF will use reasonable efforts not to disclose proprietary processes or methods of SPONSOR, or the nature or composition of materials provided by SPONSOR.

6. INTELLECTUAL PROPERTY

All inventions arising out of Research Services will be promptly disclosed to SPONSOR. GSURSF shall not obtain or attempt to obtain patent coverage on SPONSOR-provided materials or information, without the express written consent of SPONSOR. All inventions, patent applications, or patents made during Research Services which name as an inventor at least one employee of University shall be owned as follows:

A. Inventions which involve the use of, composition of, or improvement to SPONSOR-provided materials or information, or a derivative, analogue thereof shall belong to SPONSOR; and

B. Inventions which cover a scientific process, technique, procedure, medium, device or other process which is not unique to processing SPONSOR's proprietary materials or does not derive from SPONSOR-provided materials or information shall be owned by GSURSF.

7. PUBLICITY

SPONSOR shall not use the names of GSURSF, University, nor of any of its employees or components, nor any adaptation thereof, in any advertising, promotional or sales literature without the prior written consent obtained from GSURSF and University, as applicable in each case. SPONSOR may not imply endorsement by, employment at, or express opinions as those of GSURSF, University, or any components the University System of Georgia.

8. GOVERNING LAW

This Agreement is performable in Bulloch County, Georgia, and shall be governed and construed in accordance with the laws of the State of Georgia.

9. WARRANTIES AND INDEMNITY

GSURSF IN NO WAY GUARANTEES RESEARCH SERVICES PERFORMED PURSUANT TO THIS AGREEMENT AND MAKES NO WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE QUALITY OF PRODUCT PRODUCED UNDER THIS AGREEMENT. SPONSOR AGREES TO INDEMNIFY AND HOLD HARMLESS GSURSF AND UNIVERSITY AGAINST ANY CLAIMS AND COSTS (INCLUDING COUNSEL FEES) ARISING OUT OF SPONSOR'S COMMERCIAL SALE OR DISTRIBUTION OF PRODUCTS OR PROCESSES DEVELOPED UNDER THIS AGREEMENT, OR ITS RELIANCE UPON THE REPORTS PROVIDED UNDER THE AGREEMENT.

10. TERMINATION

Either Party may terminate this Agreement upon thirty (30) days written notice to the other party. Upon GSURSF's receipt of a notice of termination, GSURSF shall discontinue all performance of obligations, deliver to SPONSOR all work products completed in performance of the Agreement as of the termination date and invoice SPONSOR for any and all unpaid costs incurred in the performance of this Agreement prior to the termination date. SPONSOR shall then reimburse GSURSF those invoiced costs within thirty (30) days of receipt of this final invoice.

11. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties relative to the Research Services described herein. The Agreement may be modified, renewed or extended by written mutual agreement of the parties.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their authorized representative.

GEORGIA SOUTHERN UNIVERSITY RESEARCH
AND SERVICE FOUNDATION

By:

Name:

Title:

Date:

By:

Name: Charles E. Patterson

Title: Executive Director

Date:

APPENDIX A
STATEMENT OF WORK

Guidelines for Use of the Georgia Southern University Research and Service Foundation Research Service Agreement

Background

The Research Service Agreement has been developed to reflect the mutual interests of and benefits to the Sponsor and the University. The language of the agreement is structured to reflect the multiple missions of Georgia Southern University (instruction, research, and public service) in a manner consistent with its status as a public, tax-exempt, educational institution, while also designed to give the Sponsor rights to the research results derived from the activity. The Research Service Agreement is intended for use primarily when private entities or other organizations want to sponsor analysis and/or evaluation projects of limited scope of less than \$10,000.

Procedures

The use of the Research Service Agreement should be limited to the following conditions:

- Always notify your Grant Coordinator within the Office of Research Services and Sponsored Programs of an impending project and for assistance in devising a project budget.
- A full proposal need not be routed for projects utilizing the Research Service Agreement, providing the project is of limited scope of less than \$10,000.
- The Research Service Agreement may be completed by the faculty member using Adobe Reader:
 1. Enter the Sponsor's information
 2. Provide any reporting requirements in Article 1.
 3. Complete the Period of Performance (starting and ending dates) in Article 2.
 4. Enter the cost and payment schedule in Article 3.
 5. Attach the project Scope of Work as Attachment A.
 6. Sponsor may sign and date in the space provided.
 7. Research Service Agreement and payment may be forwarded to the address provided in Article 3.
- Faculty may include the Research Service Agreement with proposals submitted to potential Sponsors.
- Faculty should advise potential Sponsors that requests to modify the Research Service Agreement for a project should be directed to the Associate Vice President for Research (contact information included below).
- Faculty should also advise potential Sponsors that significant modifications to the Research Service Agreement may delay the start date of the project and should be taken into consideration.
- A Research Service Agreement signed by the Sponsor may be submitted to your Grant Coordinator at any time. All Agreements will be routed for academic and administrative reviews/approvals in accordance with University policies and procedures governing sponsored activities.

Limitations

- In most cases award amounts should not exceed \$10,000.
- For projects exceeding this amount, contact the Associate Vice President for Research in the Office of Research Services and Sponsored Programs to discuss the project and the potential use of an alternate agreement format.
- The University must seek and collect full facilities and administrative costs (F&A or indirect costs) on all projects in accordance with the standards established by OMB Circular A-21. Any exceptions must be requested and approved through the Associate Vice President for Research.
- *Faculty are strongly encouraged to work closely with their Grant Coordinator in devising the project budget.* Budgets may differ according to the source of funds (federal vs. private funds). If budgets are not fully-burdened and do not reflect University policy, revisions to the budget will be required prior to establishing an account.

Authorized Official and Contact Information

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Statesboro, GA 30460-8005
Telephone: (912) 478-5465
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