

AMENDMENT

On October 16, 2009, the Board of Regents of the University System of Georgia, by and on behalf of Kennesaw State University (University), and the Kennesaw State University Research and Service Foundation, Inc. (Research & Service Foundation) entered into a Memorandum of Understanding (MOU) between the parties outlining certain rights and responsibilities of the parties. The Parties now desire to amend that Memorandum of Understanding as follows:

1.

Paragraph 3 of the MOU shall be changed to read as follows:

With regard to contractual matters, the Research & Service Foundation shall keep the University informed and shall transfer, at a mutually agreeable time, to the University, upon invoicing by the University, funds to cover direct costs of the work performed and, for federal grants and contracts, a charge for facilities and administrative costs for the work performed in connection with the programs and projects performed by the University under subcontract with the Research & Service Foundation, said facilities and administrative costs to be in an amount equal to the base for computing indirect cost recoveries under such programs and projects, multiplied by a percentage equal to 36/46 of the indirect cost rate established annually by the cognizant government agency. For all other work performed on non-federal grants and contracts, the charge, if any, for facilities and administrative costs for the work performed will be negotiated between the University and the Research & Service Foundation and included in the subcontract between the parties for the work to be performed.

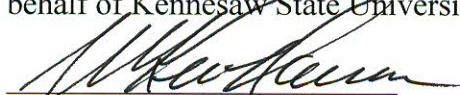
2.

Paragraph 12 of the MOU shall be changed to read as follows:

The Research & Service Foundation agrees to abide by the provisions of Section 12.5 of the Policy Manual of the Board of Regents of the University System of Georgia, which is attached as Exhibit A and incorporated herein by reference thereto.

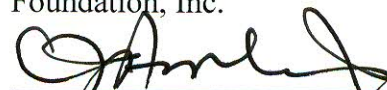
By signing below, the Parties agree to the foregoing Amendments this 30th day of JUNE, 2011.

Board of Regents of the University
System of Georgia, by and on
behalf of Kennesaw State University



Ken Harmon, PhD
Vice President for Academic Affairs and Provost

Kennesaw State University
Research and Service
Foundation, Inc.



Charles J. Amlaner, D.Phil.
Chief Research Officer



Search the policy manual

12.5 Cooperative Organizations

Refer to [Section 15.0, Affiliated Organizations, of the Business Procedures Manual](#) for more information on cooperative organizations.

12.5.1 Definition

An organization is a cooperative organization if it:

1. Is organized or operated primarily
 - for the purpose of soliciting gifts or assisting a USG institution in soliciting gifts from third persons in the name of the USG institution or any of the institution's programs; or,
 - for soliciting grants and contracts or accepting grants or entering into contracts for research or services to be performed by or in conjunction with a USG institution or using the institution's facilities; or,
2. Bills or collects professional fees in the name of or in behalf of faculty members of a USG institution who provide professional services within the scope of their employment by the institution; or,
3. Includes officials, faculty, staff, or employees of a USG institution as ex officio members of the organization's board of directors or other governing structure; or,
4. Is formally designated as a cooperative organization by the Board of Regents or by the president of the relevant USG institution, and of those formally designated, certain cooperative organizations will be required to follow the Regents' Guiding Principles for Cooperative Organizations. The Board of Regents and the president will determine the cooperative organizations that must follow the Guiding Principles.

(BoR Minutes, June 2004)

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12.5.2 Relationship Between Cooperative Organizations and USG Institutions

A relationship, whether formal or informal, between a USG institution and a cooperative organization may be maintained only if:

1. The relationship between the cooperative organization and the USG institution is in the best interest of the USG institution as determined by the Board of Regents and the president of the institution in consultation with the Chancellor (BoR Minutes, June 2004); and,
2. The financial records of the cooperative organization, including any audits, are available for inspection by the president of the USG institution or the president's designee; and,
3. Any use by the cooperative organization of the name of the USG institution, or of a symbol or trademark of the USG institution, is approved in advance by the president of the USG institution or the president's designee; and,
4. The cooperative organization annually presents evidence satisfactory to the president of the USG institution or the president's designee that the cooperative organization is adequately capitalized for any activities undertaken in the name of, for the benefit of, or in conjunction with the USG institution; and,
5. The cooperative organization annually presents evidence satisfactory to the president of the USG institution 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 USG institution; and,
6. There is a written general agreement or memorandum of understanding between the USG institution and the cooperative

organization describing each party's responsibilities so that it is clear to third parties dealing with the cooperative organization that the organization is acting as a legal entity separate from the USG institution; and,

7. Actions of the USG institution's officials, faculty, staff, or employees pursuant to the relationship are consistent with policies established by the Board of Regents and the USG institution regarding conflicts of interest, outside activities, and other matters (BoR Minutes 1988-89, pp. 150-151).

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