

MASTER AGREEMENT

BETWEEN

Kennesaw State University (KSU)

and

Kennesaw State University Research and Service Foundation (R & S Foundation).

WHEREAS, KSU and R & S Foundation desire to facilitate and simplify the process of contracting with each other, and

WHEREAS, the parties agree to be bound by terms and conditions contained in this Master Agreement, and

WHEREAS, it is anticipated that **KSU and R & S Foundation** will effect subagreements between one another under this Master Agreement. A Subagreement consists of a Subagreement Cover Sheet (attached) the elements deemed generally appropriate to establish a meaningful and prudent contractual relationship which collectively constitute an obligation for the **R & S Foundation** to pay the amounts described and for **KSU** to perform the work defined on the Subagreement Cover Sheet and in the Appendices attached thereto, and

WHEREAS, the parties are referred to in this Master Agreement as follows: **R & S Foundation** is the party issuing a Subagreement for the conduct of a sponsored activity pursuant to this Master Agreement, **KSU** is the party accepting a Subagreement, and the **Source** is the party providing the funding to the **R & S Foundation** about which a Subagreement relates, and

WHEREAS, the parties desire to enter into this Master Agreement for the mutual benefits reasonably expected to be gained therefrom;

NOW THEREFORE, the parties hereto mutually agree as follows:

I. REPRESENTATIONS AND CERTIFICATIONS

KENNESAW STATE UNIVERSITY, by signature affixed to this Master Agreement, certifies that:

- A. Pursuant to the requirement of OMB Circular A-129, it is not delinquent on any Federal debt.
- B. Pursuant to Executive Order 12549 and its implementing rule, it presently is not debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency.
- C. No federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with subagreements. If any funds other than federally appropriated funds have been

paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the Prime Award, grant, contract or cooperative agreement, **KENNESAW STATE UNIVERSITY** must complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying."

D. It has implemented a written and enforced conflict of interest policy consistent with the National Science Foundation Policy, "Investigator Financial Disclosure Policy," as published in the Federal Register, July 11, 1995, and with any subsequent amendments to the policy.

E. It is in compliance with the Drug-Free Workplace Act of 1988, Public Law 100-690, Title V, Subtitle D. 34 CFR Part 85, and Subpart F.

F. It agrees to notify **KSU RESEARCH AND SERVICE FOUNDATION** immediately if there is any change of status in (a) through (e) above.

II. ASSURANCES

A. Civil Rights and Equal Employment Opportunity: **KENNESAW STATE UNIVERSITY** must comply with Title VI and VII of the Civil Rights Act of 1964, and Executive Order 11246 and certifies that it has a valid Assurance of Compliance on file with the DHHS (Form HHS 441). **KENNESAW STATE UNIVERSITY** agrees to incorporate by reference paragraphs (1) through (7), Part II, Subpart B, section 202, Executive Order 11246.

B. Protection of Human Subjects: Any activity under subagreements that involves the use of human subjects is governed by applicable policies and federal regulations. **KENNESAW STATE UNIVERSITY** agrees that any human research protocol conducted under subagreements must be reviewed and approved by a designated Institutional Review Board (IRB) and certifies that this IRB is in full compliance with all relevant federal regulations.

III. EXAMINATION OF RECORDS

KENNESAW STATE UNIVERSITY must retain financial records, supporting documents and other records pertinent to subagreements in accordance with applicable laws and policies, but in any event for a period of no less than three (3) years from the date of submission of the final expenditure report. Records pertaining to audits, appeals, litigation or settlement of claims arising out of performance of subagreement must be retained in accordance with applicable laws and policies, but in any event until such audits, appeals, and litigation or claims have been settled. All financial records, supporting documents and other documents applicable to subagreements must be available at reasonable times for inspection, review, and audit by **KSU RESEARCH AND SERVICE FOUNDATION** and its authorized representative, unless such disclosure is prohibited by law.

IV. AUDIT

Audits will be conducted in compliance with standards established by OMB Circular A-133.

V. USE OF NAMES

Neither party to subagreements may use the names, service marks, trademarks, or logos of the other party (or any of its investigators) or any derivative thereof, in any public announcement, advertising, or promotional sales literature without the prior written consent of the other party.

VI. MODIFICATION OF MASTER AGREEMENT

No waiver, alteration or modification of any of the provisions of this Agreement is binding unless mutually agreed upon between **KSU RESEARCH AND SERVICE FOUNDATION** and **KENNESAW STATE UNIVERSITY**. Certain changes to this Agreement may be effected via an expedited modification process. These include extension of performance periods and budget revisions (when such require input from **KSU RESEARCH AND SERVICE FOUNDATION** as stated in Agreement special provisions). Expedited changes must be evidenced by a request for the change attested to by an authorized signer of the organization requesting the change and a response from the authorizing organization. All other changes require bilateral, written Agreement among the parties evidenced by a formal, signed modification.

VII. GENERAL CHARACTERISTICS OF SUBAGREEMENTS

A. **Rebudgeting:** Unless otherwise stipulated in the Special Terms and Conditions of a subagreement, **KENNESAW STATE UNIVERSITY** will be provided the same rebudgeting authority for subagreements as the **KSU RESEARCH AND SERVICE FOUNDATION** has been granted in the prime agreement.

B. **Fiscal Matters:** Block 8 of the Cover Sheet also specifies invoice frequency, format for reimbursement requests, and delivery date for final invoice. Special Terms and Conditions such as type of contract and reimbursement based upon deliverables is addressed in Block 4 and continued in Block 10 of the Subagreement Cover Sheet.

VIII. COPYRIGHT

KENNESAW STATE UNIVERSITY'S copyright policy will be in effect for performance of this project.

IX. PATENTS AND INVENTIONS

Any invention or discovery made or conceived in the performance of a subagreement (hereinafter called "*INVENTION*"), and any patent granted on such *INVENTION* shall be owned by **KSU RESEARCH AND SERVICE FOUNDATION**.

X. PUBLICATION

KENNESAW STATE UNIVERSITY and its investigators are free to publish papers dealing with the results of the research project sponsored under a subagreement in accordance with the award Terms and Conditions and any special Terms and Conditions on the Subagreement Cover Sheet.

XI. SIMILAR RESEARCH

Nothing in this may be construed to limit the freedom of **KENNESAW STATE UNIVERSITY** or of its researchers who are participants under the Master Agreement from engaging in similar research made under grants, contracts, or agreements with parties other than the **KSU RESEARCH AND SERVICE FOUNDATION**.

XII. LIABILITY

It is understood that the **KSU RESEARCH AND SERVICE FOUNDATION** and **KENNESAW STATE UNIVERSITY** will each be responsible for the acts of its own employees.

XIII. FORCE MAJEURE

Neither party shall be liable for any failure to perform as required by a subagreement, to the extent such failure to perform is caused by any reason beyond the control of the parties hereto, or by reason of any of the following: labor disturbances or disputes of any kind, accidents, failure of any required governmental approval, civil disorders, acts of aggression, acts of God, energy or other conservation measures, failure of utilities, mechanical breakdowns, material shortage, disease, or similar occurrences.

XIV. TERMINATION

A. A subagreement may be terminated by either party, with or without cause, by giving thirty (30) days written notice prior to the effective date of such termination delivered by fax, express, priority or first class mail. **KENNESAW STATE UNIVERSITY** must immediately stop all work under a subagreement on the date and to the extent specified in the notice of termination.

B. To the extent a subagreement constitutes a cost-reimbursement relationship, upon termination by either party, **KENNESAW STATE UNIVERSITY** will be reimbursed for all costs and noncancellable commitments incurred in performance under a subagreement prior to the date of termination in an amount not to exceed the total commitment set forth in the subagreement.

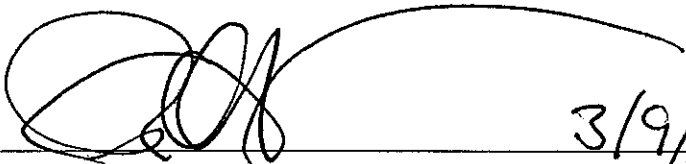
C. To the extent a subagreement constitutes a fixed-price relationship, upon termination by either party, **KENNESAW STATE UNIVERSITY** must negotiate in good faith a settlement for the actual costs incurred, as documented and illustrated by **KENNESAW STATE**

UNIVERSITY up to the date of termination. In no event may the total amount of negotiated settlement exceed the total commitment set forth in the subagreement.


XV. SEVERABILITY

If a court of competent jurisdiction holds any provision of the Master Agreement or a subagreement to be invalid, such holding shall have no effect on the remaining provisions of the agreement, and they shall continue in full force and effect.

FOR KENNESAW STATE UNIVERSITY:


Signature _____ Date 3/9/09
Randy C. Hinds

FOR THE KSU RESEARCH AND SERVICE FOUNDATION:


Signature _____ Date 3/2/09