STATE OF GEORGIA COUNTY OF COBB

 **CONSULTING AGREEMENT**

THIS AGREEMENT (hereinafter referred to as the “Agreement”) is made by and between the **Board of Regents of the University System of Georgia, by and on behalf of** **Kennesaw State University (**hereinafter referred to as “**KSU**”), whose principal place of business is 1100 S Marietta Parkway, Marietta, GA 30060, and the Kennesaw State University Research and Service Foundation, Inc., located at 1000 Chastain Road, Kennesaw, Georgia 30144-5591, and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **(hereinafter referred to as “Company”,** whose principal place of business is located at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

Whereas, the KSU desires to provide consulting services to COMPANY as described herein, the parties agree as follows:

NOW, THEREFORE in consideration of the mutual covenants and promises contained

herein, the parties agree as follows:

1. **Services.** KSU agrees to perform for COMPANY the services set forth in the Statement of Work section of Exhibit A, which is attached hereto and hereby incorporated by reference. Such services are hereinafter referred to as the "Services." No other services shall be performed unless this Agreement is amended in writing and signed by both parties.
2. **Payment.** The COMPANY shall pay KSU the amount of \_\_\_\_\_\_\_\_ for Services in accordance with the Payment Schedule contained in Exhibit A within thirty (30) days after receipt of KSU's invoice.
3. **Independent Contractor.**

KSU is an independent contractor and shall not be deemed to be an employee of the COMPANY. The COMPANY is hereby contracting with KSU for the Services, and KSU reserves the right to determine the method, manner and means by which the Services will be performed.

Neither party has the authority to bind the other to any third person or otherwise to act in any way as the representative of the other, unless otherwise expressly agreed to in a writing signed by both parties.

1. **Term.** The term of this Agreement shall be as set forth in Exhibit A attached hereto.
2. **Termination.** Either party may terminate this agreement without cause with thirty (30) days written notice to the other party.
3. **Assignment.** KSU shall not assign or subcontract the whole or any part of this Agreement without the COMPANY’s prior written consent.
4. **Intellectual Property Rights.** KSU has elected to release the management of IP to which the University has title or an interest – including any inventions of its employees resulting from University assigned or assisted efforts, to the Kennesaw State University Research and Service Foundation, Inc. (KSURSF). The COMPANY and KSURSF agree that all patentable or copyrightable ideas, writings, drawings, inventions, designs, parts, machines, processes, computer software (together with any related documentation source code or code, object codes, upgrades, revisions, modifications, and any related materials) developed as a result of or in the course of, the Services rendered to the Company by KSU, or any employee of KSU, during the term of this Agreement shall be the property of the COMPANY. The COMPANY does not grant any license to KSU to use any intellectual property developed under this Agreement [*other than for education and/or academic research purposes* ← negotiable].
5. **Publication**.

It is important to KSU and its faculty and students that the right to publish and present information about research activities be unfettered. Subject to the limitations below, KSU Faculty and Students shall be free to publish and present data, information, and other research results arising from the Project. KSU Faculty and Students working on the Project agree to provide Company, in confidence, with an advanced copy of any publication resulting from the Project not less than thirty (30) calendar days prior to the submission to a journal or any other public disclosure in order to give Company an opportunity to request removal of any of its proprietary or confidential information. If requested by Company, KSU Faculty and Students agree to remove any such confidential or proprietary information of the Company from the publication or presentation. If Company has not responded within fifteen (15) calendar days of receipt of the proposed publication or submission, KSU shall send a second notice to Company about its need to review the submission. If Company has not responded within fifteen (15) calendar days of this notice, KSU Faculty and Students may move forward with publication or other public disclosure. At the request of the Company within this thirty day period referenced above, KSU Faculty and Students agree to delay the publication for a period of up to sixty (60) days from the date the publication or presentation was originally provided to the Company so that any relevant patent applications may be filed. Additionally, Company and KSU will cooperate to develop joint publication opportunities wherever possible.

1. **Use of Name and Marks**. The parties agree that they will not use the name, the logos, or the marks of the other party without first obtaining written permission from the other party.
2. **Applicable Law.** This Agreement shall be governed by the laws of the State of Georgia.
3. **Notice**. Any notice, payment, or other communications to the parties shall be addressed as follows:

 Company: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 KSU: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

12. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter. This Agreement may be amended, but only upon advance mutual written agreement by the parties.

IN WITNESS WHEREOF the parties have executed this Agreement on the date last written below.

AGREED TO BY:

Board of Regents of the University \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

System of Georgia, by and on behalf of {Company}

Kennesaw State University (KSU)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature Signature

Printed Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Printed Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

KSU Research and Service Foundation

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature

Printed Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Exhibit A

I. Statement of Work

KSU agrees to provide the following consulting services to the COMPANY:

COMPANY agrees to provide the following to KSU:

II. Payment Schedule

The COMPANY agrees to pay the KSU for the satisfactory performance of the work detailed herein the total sum of \_\_\_\_\_\_\_\_\_\_ to be paid as follows:

1. \_\_\_\_\_\_\_\_ will be paid to KSU by Company within thirty days of the commencement date of the Agreement.
2. \_\_\_\_\_\_\_\_ within thirty (30) days of the completion of the project.

III. Term

The term of this Agreement shall commence on \_\_\_\_ and terminate on \_\_\_\_\_\_\_\_\_, unless otherwise terminated in accordance with other provisions of this Agreement.