

GEORGIA TECH RESEARCH CORPORATION
Cost Reimbursement Specialized Services Agreement

Project No. _____

THIS AGREEMENT is made by and between **GEORGIA TECH RESEARCH CORPORATION**, a Georgia corporation, having principal offices at 505 Tenth Street NW, Atlanta, Georgia, 30318 (“GTRC”) and **The City of Smyrna**, a governmental entity having an office and place of business at 3180 Atlanta Road, Smyrna, GA 30080. (“**THE CITY OF SMYRNA**”).

In consideration of the mutual promises and covenants herein contained and intending to be legally bound, we agree as follows:

Section 1. Term.

1.1 GTRC will perform the Services, described in Exhibit A (which is incorporated in this Agreement by reference), beginning on **July 1, 2016** (“Effective Date”) and will continue for a period of eighteen (18) months. The Services will be performed by Staff Members (employees, independent Contractors, subcontracts, consultants and student assistants) of the Georgia Institute of Technology (“GIT”), a unit of the University System of Georgia.

Section 2. Payment; Contract Cost Limitation.

2.1 You agree to reimburse GTRC for the actual direct and indirect costs incurred by GTRC in the performance of the Services.
2.2 GTRC reserves the right to modify its direct and indirect rates effective July 1, each year.
2.3 GTRC will render its invoices on or about the twentieth of each month covering the previous month's actual cost chargeable to **THE CITY OF SMYRNA**. **THE CITY OF SMYRNA** agrees to pay each invoice within fifteen days of the invoice date.
2.4 **THE CITY OF SMYRNA** agrees to appropriate the sum of Seventy Thousand Dollars (\$70,000.00) (“Contract Cost Limitation”) for the Services. GTRC will not invoice **THE CITY OF SMYRNA** in excess of Contract Cost Limitation without first obtaining the approval of **THE CITY OF SMYRNA**. Payments are to be made to:

Georgia Tech Research Corporation
P. O. Box 100117
Atlanta, Georgia 30384

2.5 GTRC may choose to discontinue performance of the Services if **THE CITY OF SMYRNA** fails to pay any GTRC invoice within the time specified in Paragraph 2.3.

Section 3. Reports.

3.1 GTRC will provide **THE CITY OF SMYRNA** a final report summarizing the results of the Services.

Section 4. Publicity.

4.1 **THE CITY OF SMYRNA** agrees not to authorize or commission the publication of any promotional materials containing any reference to GTRC or GIT without prior written approval from them. GTRC and GIT may, however, include **THE CITY OF SMYRNA**'s name and the Services title in listings of research sponsors. The provisions of this Section 4 will survive any termination of this Agreement.

Section 5. Intellectual Property.

5.1 **THE CITY OF SMYRNA** will receive title to any data or test results generated. Title to all other intellectual property including, without limitation, any inventions and discoveries conceived or first reduced to practice, all computer software, works, and material solely developed by GTRC in the course of performance of the Services, whether or not protectable by patent, trade secret or copyright, will reside in GTRC.

5.2 Notwithstanding any other provision of this Agreement to the contrary, GTRC reserves an irrevocable, nonexclusive, royalty-free, nontransferable license to make and use the intellectual property licensed or assigned hereunder for educational and research and development activities practiced by GTRC and GIT.

Section 6. Publication.

6.1 GTRC and GIT may catalog and place reports of the Services in the GIT Library, and they may issue publications based on the Services and use any results not proprietary to **THE CITY OF SMYRNA** in their research and education programs. GTRC will give **THE CITY OF SMYRNA** an opportunity to review any report or publication, will not include any of **THE CITY OF SMYRNA**'s proprietary information in the report, and will upon **THE CITY OF SMYRNA**'s request withhold publication for up to four (4) months. The right of review **THE CITY OF SMYRNA** have under this Section shall terminate twelve (12) months from completion of the Services.

Section 7. Disclaimer.

7.1 GTRC AND GIT DISCLAIM ANY AND ALL WARRANTIES BOTH EXPRESS AND IMPLIED WITH RESPECT TO THE SERVICES TO BE PERFORMED HEREUNDER AND ANY DELIVERABLES RESULTING THEREFROM, INCLUDING THEIR CONDITION, CONFORMITY TO ANY REPRESENTATION OR DESCRIPTION, THE EXISTENCE OF ANY LATENT OR PATENT DEFECTS THEREIN, AND THEIR MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE, VALIDITY OF ANY INTELLECTUAL PROPERTY RIGHTS OR CLAIMS, OR NONINFRINGEMENT OF ANY THIRD PARTY INTELLECTUAL PROPERTY RIGHTS.

Section 8. Limitation of Liability.

8.1 The cumulative liability of GTRC to **THE CITY OF SMYRNA** for all claims, demands or actions arising out of or relating to this Agreement, the services to be performed hereunder and any deliverables resulting therefrom, will not exceed the total amount paid to GTRC hereunder during the twelve (12) months immediately preceding such claim, demand or action. Without limiting the foregoing, in no event shall GTRC be liable for any business expense, machine down time, loss of profits, any incidental, special, exemplary or consequential damages, or any claims or demands brought against **THE CITY OF SMYRNA** or **THE CITY OF SMYRNA's** customers, even if GTRC has been advised of the possibility of such claims or demands. The foregoing limitation of liability will survive any termination of this Agreement and will apply without regard to any other provision of this Agreement which may have been breached or have been proven ineffective.

Section 9. Termination.

9.1 Either of us may terminate this Agreement for any reason upon thirty (30) days written notice to the other.

9.2 **THE CITY OF SMYRNA** will pay GTRC any costs which have accrued or been encumbered up to the actual date of termination under this Section and **THE CITY OF SMYRNA** will not be relieved of the obligation to pay those costs because of a termination under this Section.

Section 11 Miscellaneous.

11.1 All notices and other communication given under this Agreement will be effective five (5) days following deposit in the United States mail, postage prepaid and addressed to the parties at their respective addresses set forth below unless by a previous notice a different person or address has been designated.

To GTRC for administrative matters:
Georgia Tech Research Corporation
Office of Sponsored Programs
Georgia Institute of Technology
Atlanta, Georgia 30332-0420
Attn: Christopher D'Urbano
(404) 385-6797
Fax (404) 385-0864
ced@gatech.edu

To You for administrative matters:

To GTRC for technical matters:
Georgia Tech Research Corporation
Georgia Institute of Technology
Atlanta, Georgia 30332-0282
Attn: Michael Dobbins
(404) 385-4243
Fax (404) 385-2859
michael.dobbins@coa.gatech.edu

To You for technical matters:

11.2 We are and will remain independent contractors and nothing herein will be construed to create a partnership, agency or joint venture between us. Each of us will be responsible for wages, hours and conditions of employment of our respective personnel during the term of, and under, this Agreement.

11.3 This Agreement will be governed by the laws of the State of Georgia.

11.4 No waiver by either of us of any breach of any provision hereof will constitute a waiver of any other breach of that provision or of any other provision hereof.

11.5 This Agreement sets forth the entire agreement and understanding between us as to the Services and merges all prior discussions between us; and neither of us will be bound of any conditions, definitions, warranties, understandings or representations with respect to the Services other than as expressly provided herein. This Agreement may not be modified or altered except by a written document executed by authorized officers of both of us. No provision contained in any standard form document issued by **THE CITY OF SMYRNA**, including but not limited to any purchase order or confirmation order, will be applicable, even if signed by both of us, unless we also execute a separate document expressly modifying this agreement to include such provisions as set forth above.

IN WITNESS WHEREOF, this Agreement has been duly executed by our duly authorized officers on the day and year set forth below.

GEORGIA TECH RESEARCH CORPORATION

By: _____
Typed Name: _____
Title: _____
Date: _____

By: _____
Typed Name: _____
Title: _____
Date: _____

By: _____
Typed Name: _____
Title: _____
Date: _____

EXHIBIT A

Services to be performed:

See Attached.