

RESEARCH AGREEMENT

St. Charles Parish Council ("**Sponsor**") and the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College ("**University**") enter into this Research Agreement (the "**Agreement**") effective the first day of the Project Period defined in Paragraph 1.2 below.

WHEREAS the research program contemplated by this Agreement is expected to be of mutual interest and benefit to University and to Sponsor; will further the instructional and research objectives of University in a manner consistent with its status as a non-profit, tax-exempt, educational institution; and may derive benefits for both Sponsor and University through inventions, improvements, or discoveries that may possibly result from that research;

THEREFORE in consideration of the mutual obligations set forth in this Research Agreement, Sponsor and University have agreed as follows:

Article 1 - Definitions

- 1.1 "Project" shall mean the project described in Appendix A, University Proposal Number 18974, under the direction of Dr. Roy K. Dokka, as Principal Investigator.
- 1.2 "Project Period" means the period from November 1, 2004 through October 31, 2005.

Article 2 - Research Work

- 2.1 University shall use reasonable efforts to perform the Project substantially in accordance with the terms and conditions of this Agreement.
- 2.2 In the event that the Principal Investigator becomes unable or unwilling to continue work on the Project, and a mutually acceptable substitute is not available, University and Sponsor shall each have the option to terminate the Project.

Article 3 - Reports and Conferences

- 3.1 University shall provide written progress reports to Sponsor to the extent specified in Appendix A. During the term of this Agreement, representatives of University and Sponsor shall discuss, at mutually convenient times, the progress and results of the Project, ongoing plans for the Project, and any proposed changes to the Project.

Article 4 - Payment

- 4.1 The total amount Sponsor shall pay University under this Agreement is Thirty Thousand dollars (\$30,000.00). University shall invoice Sponsor for \$ 30,000 00 upon execution of this Agreement. Payment will be made by Sponsor within 30 days of receipt of an original and two copies of such an invoice. Any unexpended funds will be retained by University.

- 4.2 Checks shall be made payable to Louisiana State University, and shall be mailed to:

Louisiana State University and A&M College
Office of Accounting Services
Sponsored Program Accounting
Baton Rouge, Louisiana 70803-2901

- 4.3 University is authorized to incur pre-award costs up to six months prior to the Project Period. However, University shall not receive more funds than the total provided in Paragraph 4.1.
- 4.4 University shall retain title to any equipment purchased with funds provided by Sponsor under this Agreement.
- 4.5 If Sponsor loans any equipment or supplies to University under this Agreement, Sponsor shall bear all risk of damage or loss to the equipment or supplies, except where the damage or loss results from the willful or intentional acts of University. Sponsor shall maintain any such equipment or supplies while in University's custody.
- 4.6 Notwithstanding anything in this Agreement to the contrary, in the event of early termination of this Agreement under Paragraph 2.2 or Article 9, Sponsor shall pay all costs accrued by University as of the date of termination, including all non-cancelable obligations and all non-cancelable contracts; provided that this Paragraph 4.6 shall not be construed to authorize payment in excess of the total amount provided in Paragraph 4.1.

Article 5 - Publicity

- 5.1 Neither party may make any use of the other's name, marks, insignia, or logos; or of the name of any campus, department, center, or institute of the other party; or of the name of any employee of the other party; in news releases, advertisements, promotional materials, or otherwise, without the other party's prior written consent for each such use, except that University may acknowledge Sponsor as the source for the Project without Sponsor's prior consent.

Notwithstanding the foregoing, University's name may be used without the prior approval when and as necessary for Sponsor to supply the information that Sponsor may be required to disclose in order to comply with applicable law. However, in no circumstances may Sponsor state or imply that University in any way endorses or supports a particular investment, stock purchase, product, or treatment.

Article 6 - Publications

- 6.1 Sponsor recognizes that under University policy the results of the Project must be publishable, and agrees that researcher(s) engaged in the Project shall be permitted to present at symposia, international, national, or regional professional meetings and to publish in journals, theses, or dissertations, or otherwise publish through means of their choosing, methods and results of the Project; and that University shall own the copyright in such works, except to the extent that University has waived ownership of copyright in favor of the authors under University's Bylaws and Regulations.

Article 7 - Non-Disclosure

- 7.1 "Confidential Information" shall mean information that is disclosed or submitted in writing from one party to the other party, and that is clearly marked "CONFIDENTIAL INFORMATION" in bold letters in conspicuous locations by the disclosing party. "Confidential Information" shall also include information that is initially disclosed orally -- provided that within seven days of the initial oral disclosure, the disclosed information is reduced to writing by the disclosing party; and provided that the writing is clearly marked "CONFIDENTIAL INFORMATION" in bold letters in conspicuous locations; and provided that the writing thus marked is delivered to all personnel of the receiving party to whom the oral disclosure was made. Confidential Information shall be received and maintained by the receiving party in strict confidence, and shall not be disclosed to any third party. Neither party shall use the other party's Confidential Information for any purpose other than purposes related to the performance of the Project, or purposes related to evaluating a proposed license under Article 8. The parties may disclose Confidential Information to their employees requiring access for these purposes; provided, however, that prior to making any such disclosures each such employee shall be apprised of the duty and obligation to maintain Confidential Information in confidence and not to use such information for any purpose other than in accordance with the terms and conditions of this Agreement. Neither party will be held financially liable for any inadvertent disclosure of the other party's Confidential Information, but each agrees to use reasonable efforts not to disclose any Confidential Information of the other party. Should either party realize that one party has inadvertently disclosed any of the other's Confidential Information to a third party, the parties shall promptly confer as to what course of action is appropriate under the circumstances. On written request, the party who made the inadvertent disclosure shall promptly notify the third party that an inadvertent disclosure had been made of confidential materials, and shall request the third party promptly to return all copies of the disclosed Confidential Information.
- 7.2 Nothing contained herein will in any way restrict or impair either party's right to disclose or otherwise deal with any Confidential Information that:
- 7.2.1 At the time of receipt is public knowledge, or after receipt becomes public knowledge through no act or omission of the receiving party; or
 - 7.2.2 Was known to the receiving party as evidenced by written records prior to the disclosure by the providing party; or
 - 7.2.3 Is received from a third party who did not, directly or indirectly, obtain the information or material from the providing party; or
 - 7.2.4 Is required to be disclosed by a court or government agency, or is reasonably believed by either party to have significant implications for public health or public safety, -provided in either case that the providing party is given reasonable notice and opportunity to contest the disclosure; or
 - 7.2.5 Is published by University in accordance with the provisions of Article 6.
- 7.3 The confidentiality obligations of this Article 7 shall continue until three years after the termination of the Agreement.

Article 8 - Intellectual Property Rights

- 8.1 "Funded Technology" shall mean all rights in any invention (whether or not patentable) that satisfies both of the following conditions: (1) that is owned by University, or is subject to an obligation of assignment to University; and (2) that is both conceived and first actually reduced to practice in the specific scope of work contemplated by the Project, during the Project Period, at a time when Sponsor's financial obligations to University under this Agreement are current. "Funded Technology" shall also include all rights in any computer software (whether or not patentable) that satisfies both of the following conditions: (1) that is owned by University, or is subject to an obligation of assignment to University; and (2) that is fixed in a tangible medium of expression in the course of the Project, during the Project Period, at a time when Sponsor's financial obligations to University under this Agreement are current. If University is a co-owner of rights in an invention or in certain software under circumstances where University's part-interest in that invention or software, if considered alone, would otherwise satisfy this definition of "Funded Technology," then University's part-interest in that invention or software shall be treated as "Funded Technology." For example, if an invention that otherwise satisfies this definition of "Funded Technology" is the joint conception of a University employee and a Sponsor employee, then University and Sponsor shall jointly own that invention, and Sponsor shall have the rights provided in Paragraph 8.2 to negotiate for a license under University's part-interest in that invention. Sponsor shall be the sole owner of inventions that are conceived entirely by employees of Sponsor. However, "Funded Technology" shall not include any inventions that may result in the course of work funded by Sponsor, but that are outside the scope of the type of inventions that would reasonably be expected to result from the specific scope of work under the Project contemplated by this Agreement.
- 8.2 University shall own all Funded Technology. University shall promptly notify Sponsor of any new invention or software within Funded Technology, subject to the confidentiality provisions of Article 7. University may file such patent applications directed to inventions within Funded Technology as University in its sole discretion sees fit. At any time prior to a date 180 days after the filing date of the first patent application directed to a particular invention within Funded Technology (or, in the case of software within Funded Technology for which no patent application is filed, at any time prior to a date 180 days after University's notification to Sponsor of the creation of the software), on Sponsor's written request University and Sponsor shall negotiate in good faith to try to reach mutually agreeable terms for an exclusive or non-exclusive license to Sponsor under the applicable patent application and any resulting patent, or under applicable copyrights in the case of unpatented software. It is anticipated that the terms of any such license agreement would include the following provisions: reasonable compensation for University; reasonable minimum performance standards for Sponsor; and other standard University patent license provisions, including (by way of example) provisions concerning patenting expenses, the use of University's name, indemnity, insurance, inflation, and disclaimer of warranties. However, neither party shall be obligated to enter into such a license agreement if mutually agreeable terms cannot be found; the obligation imposed by this Paragraph is an obligation only to negotiate in good faith. If no license agreement respecting a particular invention within Funded Technology has been entered into between University and Sponsor within 180 days after the filing date of the first patent application directed to that invention (or, in the case of software within Funded Technology for which no patent application is filed, within 180 days after University's notification to Sponsor of the creation of the software), then University shall be free to dispose of University's rights in that invention or software as University in its sole discretion sees fit, with no further obligation to Sponsor with respect to that invention or software. University makes no

representation or warranty that any act or any manufacture that uses information from the Project (whether under a license under this Article 8 or otherwise) will be free from infringement of patents of third parties or other rights of third parties. Sponsor shall have no rights arising from this Agreement in any University inventions or University software other than in "Funded Technology," as that term is defined in Paragraph 8.1 above.

Article 9 - Term and Termination

- 9.1 This Agreement shall become effective upon the first date specified in Paragraph 1.2, and shall continue in effect for the full duration of the Project Period unless sooner terminated in accordance with the provisions of this Article 9, or of Paragraph 2.2. The parties may, however, extend the term of this Agreement for additional periods under mutually agreeable terms if the extension is reduced to writing and executed by both parties. Either party may terminate this Agreement on thirty days written notice.
- 9.2 If either party commits any breach of or default in any of the terms or conditions of this Agreement, and fails to remedy that default or breach within thirty days after receipt of written notice of the breach from the other party, the party giving notice at its option may, in addition to any other remedies which it may have at law or in equity, terminate this Agreement by sending notice of termination in writing to the other party, and such a notice of termination shall be effective as of the date of its receipt.
- 9.3 In the Court's discretion, the prevailing party in any dispute arising out of the interpretation or application of any provision of this Agreement may be awarded reasonable attorney's fees, court costs and expenses, including those associated with any appellate or enforcement proceedings.
- 9.4 Termination of this Agreement by either party for any reason shall not affect the rights and obligations of the parties accrued prior to termination, nor shall termination of this Agreement, however effected, release the parties from their respective rights and obligations under Articles 4, 5, 6, 7, 8, 10, 11, 12, 13, 14, and 15.

Article 10 - Independent Contractors

- 10.1 In the performance of all obligations under this Agreement:
- 10.1.1 Each party shall be an independent contractor, and therefore neither party shall be entitled to any benefits applicable to employees of the other party;
- 10.1.2 Neither party is authorized to act as agent for the other for any purpose; and neither party shall enter into any contract, warranty, or representation as to any matter on behalf of the other party. Neither party shall be bound by the acts or conduct of the other party.

Article 11 - Insurance

- 11.1 University warrants and represents that University has adequate liability insurance, such protection being applicable to University's officers, employees, and agents while acting within the scope of their employment by University; and that University has no liability insurance policy as such that can extend protection to any other person.

- 11.2 Each party hereto agrees to indemnify, defend, and to hold the other, its officers, directors, agents and employees, harmless from and against any and all losses, liabilities, demands, suits, judgments and claims, including reasonable attorney's fees, to the extent that such losses, liabilities, demands, suits, judgments, claims or fees arise out of or result from the willful act, fault, omission, or negligence of the indemnifying party, or of its employees, servants, or agents, in performing its obligations under this agreement, provided, however, that neither party hereto shall be liable to the other for any consequential damages arising out of its willful act, fault, omission or negligence.

Article 12 - Obligation of Sponsor to Defend and Indemnify Claims

- 12.1 Sponsor shall indemnify, defend, and hold harmless University and University's agents, officers, board members, employees, and anyone for whom University may be liable (collectively, "Indemnitees") against any and all claims, costs, or liabilities, including incidental and consequential damages, together with attorney's fees and court costs at both trial and appellate levels, for losses arising out of the use by Sponsor or by any third party acting on behalf of or under authorization from Sponsor, of products or processes developed or made as a result of information or materials received from University.

Article 13 - Use of Chemicals or Biological Materials

- 13.1 If chemicals or biological materials (collectively, "Materials") are supplied by Sponsor to University, then on University's request Sponsor shall accept any unused portions of the Materials supplied by Sponsor (and, in the case of biological materials, any progeny of such Materials), including the containers in which the Materials are shipped, provided that the Materials and containers are properly labeled by University upon their return to Sponsor. Further, for each Material supplied, Sponsor shall furnish University with sufficient information to permit reasonable interpretation of the results obtained in the resulting investigations, and to identify precautions needed to help protect the health and safety of personnel using the Materials and of the public; the information thus to be supplied by Sponsor shall include all pertinent material safety data sheets.

Article 14 - Governing Law

- 14.1 This Agreement shall be governed and construed in accordance with the laws of the State of Louisiana.

Article 15 - Disputes

- 15.1 Any controversy of fact or law arising out of or related to this Agreement that cannot be satisfactorily resolved by the parties shall be adjudicated only in a court of competent jurisdiction in East Baton Rouge Parish, State of Louisiana.

Article 16 - Assignment

- 16.1 Each party represents that it is acting on its own account and not on behalf of another private or governmental party. Neither this Agreement nor any rights under this Agreement may be assigned by either party without the prior written consent of the other party.

Article 17 - Entire Agreement; Modification; Project Results; Other Research; Authority to Enter

Agreement

- 17.1 This Agreement constitutes the entire understanding between Sponsor and University, and supersedes any prior agreement or understanding on the same subject matter. Any modification or amendment to this Agreement shall not be effective unless and until reduced to writing and executed on behalf of both Sponsor and University.
- 17.2 University makes no representation or warranty regarding what the results of the Project will be.
- 17.3 Sponsor agrees that nothing in this Agreement shall be construed to limit the freedom of the Principal Investigator or any other University personnel from engaging in research in the same field that is covered by this Agreement. Sponsor acknowledges that the rights specified in this Agreement are subject to the rights of other sponsors in other research agreements to which University is a party
- 17.4 Each party represents and warrants that it is authorized to enter this Agreement, and that its fulfillment of its obligations under this Agreement shall not violate any obligations owed to a third party.

Article 18 - Order of Precedence

- 18.1 In the event of an otherwise irresolvable inconsistency, the inconsistency shall be resolved by giving precedence in the following order: (a) first, to the main body of this Research Agreement, (b) second, to the attached Statement of Work (Appendix A). This Agreement shall not be affected by the acknowledgement or acceptance by University of any purchase order form or similar documents containing terms or conditions at variance with, or in addition to those set forth herein.

Article 19 - Severability

- 19.1 If any part of this Agreement is deemed void or unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. Furthermore, in lieu of that invalid part, there shall be automatically added to this Agreement a provision as similar in terms to that invalid part as may be possible, legal, valid, and enforceable.

Article 20 - Notices

20.1 Notices, invoices, and communications shall be deemed made if sent postage prepaid and addressed to the party to receive such notice, invoice, or communication at the address given below, or such other address as may hereafter be designated by notice in writing:

If to Sponsor:
(Business Matter) Albert Laque, President
 St. Charles Parish Council
 P.O. Box 302
 Hahnville, LA 70057
 Phone: 985-783-5000
 Fax: 985-783-2067

If to Sponsor:
(Technical Matter) Earl Mathern
 St. Charles Parish
 P.O. Box 302
 Hahnville, LA 70057
 Phone: 985-783-5060
 Fax: 985-783-2067

If to University:
(Business Matter) James L. Bates, Director
 Office of Sponsored Programs
 330 Thomas Boyd Hall
 Louisiana State University
 Baton Rouge, Louisiana 70803
 Phone: 225-578-3386
 Fax: 225-578-5403
 Email: osp@lsu.edu

If to University:
(Technical Matter) Dr. Roy Dokka
 Center for GeoInformatics and Louisiana Spatial Reference Center
 Louisiana State University
 Phone: 225-578-4578
 Fax: 225 578-4502
 Old Plant Store, Bldg. D, 2nd Floor
 South Stadium Drive
 Baton Rouge, LA 70803

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in duplicate.

St. Charles Parish Council

Albert D. Lagne
BY: Albert D. Lagne

Date: 11/16/2004

Board of Supervisors of Louisiana State University
and Agricultural and Mechanical College

Karen Beaumais for

BY: James L. Bates
Director
Office of Sponsored Programs

Date: 10/28/04

LSU Center for GeoInformatics

Construction of One New Continuously Operating Reference Station (CORS) Site for St. Charles Parish

Completion of this project will require the accomplishment of several phases of work. Louisiana State University (LSU) will perform each of the phases listed below and in the order presented.

1. Site selection and procurement of equipment and supplies for one new CORS site.
 - Seek input from St. Charles Parish and NOAA regarding potential sites.
 - Conduct preliminary site selection evaluation for one continuously operating GPS reference station (CORS).
 - On-site investigation to determine final location and to identify installation needs.
 - Prepare designs of mounting brackets, wiring scheme, and power circuits for the site. St. Bernard Parish will provide at no-cost: appropriate power, internet connection, grounding wire, and access at the selected building.
 - Begin procurement of GPS receiver, computer, and ancillary equipment and supplies.

Milestone: A briefing will be held identifying the location of the final site and a description of the equipment placement at the site. Briefing will also contain a timetable for equipment delivery and when installation can be expected to begin and completed.

2. Procurement, installation, testing, and NGS certification of CORS station
 - Installation of GPS receiver and other parts of the system at the site.
 - Conduct tests on system to achieve NGS certification. LSU will provide NGS with the following information:
 - a. Schematic drawing of the antenna support monument/structure;
 - b. Site obstruction survey;
 - c. Site sketch;
 - d. Representative photographs of the facility, including monument, antenna, receiver and related equipment, potential obstructions, and overall facility;
 - e. Data sets recorded during three consecutive continuous 24-hour intervals to NGS to test for site suitability and multipath conditions.
 - Conduct of daily operations of CORS site.
 - a. Measurements will be taken at 15 second intervals.
 - b. The system will be in service 24-hr/day, 365 days/year at >99% operational level, less scheduled maintenance.
 - c. Daily downloads of data.
 - d. Daily data quality checks.
 - e. Daily uploads of data to NGS.

Milestone: Posting of sites on NOAA website will constitute official acceptance of sites by NOAA/NGS and completion of project.

Center For Geoinformatics
St. Charles PARISH CORS INSTALLATION PROJECT

PERSONNEL		\$2,837
- Field Engineer (1 1/2 months)	\$1,459	
- CORS Manager (1 1/2 months)	\$1,378	
FRINGE		\$667
EQUIPMENT		\$23,503
1 Dual frequency GPS receivers and antennas	\$20,029	
Associated Materials for Equipment Installation	\$3,474	
TRAVEL		\$350
<u>CORS Installation and Planning</u>	\$350	
Per Diem (meals)		
(2 persons x \$20/da x 30da)	\$350	
OTHER DIRECT COSTS:		\$566
<u>a. Supplies (CORS network)</u>		
Small tools, Electrical connectors	\$366	
Gasoline (travel to and from CORS stations)	\$200	
	Subtotal =	\$27,923
INDIRECT COSTS (47% of MTDC)		\$2,077.26
	LSU Total =	\$30,000