

TECHNICAL SERVICES AGREEMENT

THIS TECHNICAL SERVICES AGREEMENT (“Agreement”) made this 1st day of January 2023, by and between Georgia State University (“GSU”), and DeKalb County School District with a principal place of business at 1701 Mountain Industrial Blvd., Stone Mountain, GA 30083 (hereinafter “Sponsor”).

RECITAL

WHEREAS, Sponsor desires to fund a technical services agreement to be performed at GSU under the supervision of Tamika LaSalle (“Principal Investigator”)

WHEREAS, This agreement is funded by US Department of Education Award Number S184H220135; and

WHEREAS, The technical services is of mutual interest and benefit to the GSU and Sponsor and will further the instructional, research and public service objectives of GSU in a manner consistent with its status as an educational institution.

NOW THEREFORE, in consideration of the mutual covenants and promises herein, GSU and Sponsor agree as follows:

1. Technical services

- a. GSU will perform the technical services described in **Attachment A – Scope of Work** (the “Project”).
- b. GSU will use its own facilities and its reasonable efforts to conduct the Project.
- c. The manner of performance of the Project shall be determined solely by the Principal Investigator. GSU does not guarantee specific results.
- d. In the event that the Principal Investigator becomes unable or unwilling to continue the Project, and a mutually acceptable substitute is not available, Sponsor may terminate this Agreement upon sixty (60) days prior written notice to GSU.
- e. Sponsor understands that GSU may be involved in similar research through other researchers on behalf of itself and others. GSU shall be free to continue such research provided that it is conducted separately and by different investigators from the Project, and Sponsor shall not gain any rights via this Agreement to other research.
- f. GSU does not guarantee that any intellectual property will result from the Project or that any resulting intellectual property will be free of dominance by others’ rights.

2. Compensation

- a. In consideration of the services performed pursuant to this Agreement, Sponsor shall make equal fixed quarterly payments in the amount of \$55,022.00 on March 31, 2023, June 30, 2023 and September 30, 2023 and December 31, 2023 that equal a total amount of Two Hundred Twenty Thousand Eighty-Eight (\$220,088.00) dollars in accordance with **Attachment B – Budget**. Payments should be sent to the following address.

Georgia State University Research Foundation, Inc.
P.O. Box 3999
Atlanta, Georgia 30302-3999

- b. GSU will invoice Sponsor on quarterly basis. Sponsor shall pay invoices within thirty (30) days from the date of the invoice.
 - c. GSU shall be allowed to re-budget funds without prior written approval from Sponsor so long as such re-budgeting does not result in a modification to the Project and/or a change in the payments under this Agreement.
 - d. GSU shall retain title to all equipment purchased and/or fabricated by it with funds provided by Sponsor under this Agreement.
 - e. The agreement is cost reimbursable.
 - f. Automatic carryforward is allowed.
 - g. GSU commits \$93,440.00 in cost share as set forth in Attachment B.
3. Publicity. Sponsor shall not use the name of Georgia State University, the Board of Regents of the University System of Georgia, or any person performing the Project, in any publicity, advertising, or news release without the prior written approval of an authorized representative of GSU. GSU shall not use the name of Sponsor or any employee of Sponsor in any publicity, advertising, or news release, without the prior written approval of Sponsor.
 4. Reports and Conferences. During the time period during which the Project is being performed, GSU agrees to make representatives of the persons performing the Project available to meet with representatives of Sponsor at times and places mutually agreed upon to discuss the Project. GSU agrees to have a final written report of the Project submitted to Sponsor no later than forty-five (45) days after the earlier of the termination of this Agreement or the completion of the Project.
 5. Publication and Academic Rights.
 - a. Sponsor recognizes that the results of the Project may be publishable and agrees that the Principal Investigator and other persons performing the Project shall be permitted to present at symposia and professional meetings and to publish in journals, theses, or dissertations, or otherwise of their own choosing. In order that Sponsor may (i) assess the patentability of any invention described in the material, and (ii) review the

material for Confidential Information provided by the Sponsor, GSU will submit any proposed publication or presentation materials to Sponsor for review and comment at least thirty (30) days prior to planned submission of such proposed publication or presentation. Sponsor will notify GSU within thirty (30) days of receipt of such materials whether they describe any inventions or discoveries subject to the parties' rights under Sections 7 and 8. GSU shall have the final authority to determine the scope and content of any publications.

- b. The Principal Investigator and other persons performing the Project may discuss the Project with other individuals for scientific or research purposes but shall not reveal Sponsor's Confidential Information (as defined in Section 6). If any joint inventions result from such discussion, GSU shall grant Sponsor the rights set forth in Sections 7 and 8, to the extent they are not in conflict with obligations to another party as a result of the involvement of the other investigator(s). In this latter case, GSU shall, in good faith, exercise reasonable efforts to enable Sponsor to obtain rights to the joint invention.
 - c. Sponsor agrees to follow GSU policies concerning publication of research results. Sponsor also agrees to provide GSU an opportunity to comment in advance of publication, and to include reference to GSU as a research location in any publication.
6. Confidential Information. The parties may wish to disclose confidential information to each other in connection with work contemplated by this Agreement ("Confidential Information") which shall be in writing and marked "Confidential." If Confidential Information is disclosed orally, it must be identified as confidential at the time of disclosure, and shall thereafter be reduced to writing within thirty (30) days, and clearly marked as "Confidential." To the extent permitted by law, each party will use reasonable efforts to prevent the disclosure of the other party's Confidential Information to third parties for a period of three (3) years from receipt, provided that the recipient party's obligation shall not apply to information that:
- i. is already in the recipient party's possession at the time of disclosure;
 - ii. is or later becomes part of the public domain through no fault of the recipient party;
 - iii. is received from a third party having no obligation of confidentiality to the disclosing party;
 - iv. is independently developed by the recipient party; or
 - v. is required by law or regulation to be disclosed.

In the event that information is required to be disclosed pursuant to subsection (v), the party required to make disclosure shall notify the other to allow the party to assert whatever exclusions or exemptions may be available to it under such law or regulation.

7. Patents and Copyrights.

- a. All right and title to inventions, improvements and/or discoveries, whether or not patentable, relating to Project (collectively "Project Inventions") made solely by

employees of Sponsor shall belong to Sponsor (“Sponsor Project Inventions”). Such Inventions shall not be subject to the terms and conditions of this Agreement.

- b. All right and title to Inventions related to the Project made solely by one or more employees of GSU (“Institution Project Inventions”) shall belong to GSU.
 - c. All right and title to Inventions related to the Project made jointly by one or more employees of the GSU and Sponsor (“Joint Project Inventions”) shall be owned jointly between GSU and Sponsor.
 - d. GSU will notify Sponsor of any Institution Project Inventions and of any Joint Project Inventions promptly after disclosure of such Project Inventions by GSU researcher(s). Sponsor shall notify GSU of any Joint Project Inventions promptly after the disclosure of such Joint Project Inventions by Sponsor’s researchers. Sponsor shall notify GSU within thirty (30) days of receipt of disclosure whether it desires that GSU file a patent application with regard to the Project Invention. If Sponsor directs that a patent application be filed, GSU shall promptly prepare, file, and prosecute such U.S. and/or foreign applications in GSU's name or in the names of the parties jointly, as the case may be. Sponsor shall bear all costs incurred in connection with such preparation, filing, prosecution, and maintenance of U.S. and/or foreign application(s) directed to such Project Inventions. Sponsor shall cooperate with GSU to assure that such application(s) will cover, to the best of Sponsor's knowledge, all items of commercial interest and importance. While GSU shall be responsible for making decisions regarding scope and content of application(s) to be filed and prosecution thereof, GSU shall keep Sponsor advised as to all developments with respect to such application(s) and shall promptly supply to Sponsor copies of all papers received and filed in connection with the prosecution thereof in sufficient time for Sponsor to comment. If Sponsor does not desire that a patent application be filed, then the rights to such invention shall be disposed of in accordance with GSU policies with no further obligation in Sponsor.
 - e. If Sponsor has not directed that a patent application be filed, or elects not to exercise its option in Section 8, or fails to timely reimburse for the costs of the patent filing or prosecution or for the costs of maintaining the patent, then the rights to such invention shall be disposed of in accordance with GSU policies (including filing, prosecuting and/or maintaining any such application(s) and/or patent(s) in the U.S. and in any foreign country) with no further obligation in Sponsor.
 - f. GSU investigators own copyright in their scholarly works. Scholarly works resulting from the Project are not subject to the terms of this Section.
8. Grant of Rights. GSU grants Sponsor a first option to negotiate a license to Project Inventions within Sponsor’s business field of use which shall be either (a) non-exclusive and royalty free or (b) exclusive and royalty-bearing and with a right to sublicense; provided that, as to option (b), Sponsor has paid GSU the full costs of the Project, both direct and indirect, and has made timely reimbursement for patent costs. The option shall

extend for a time period of one hundred and eighty (180) days from the date of expiration or termination of the Agreement, except that in the event of termination for breach or default by Sponsor, no option is hereby granted. If no option is exercised by Sponsor within this time, GSU is free to independently pursue such protection and license arrangements without further obligation to Sponsor. This Agreement does not convey any rights to Sponsor of other GSU technology, including background intellectual property.

9. Liability. To the extent allowed by law the Sponsor agrees to indemnify and hold harmless, GSU, the Board of Regents of the University System of Georgia, the Principal Investigator and others involved in the Project from any liability, loss or damage that may be suffered as a result of claims, demands, costs or judgments against them arising out of the activities to be carried out pursuant to the obligations of this Agreement, including but not limited to the use by Sponsor of the results obtained from the activities performed by GSU under this Agreement.
10. Reserved
11. Reserved
12. Independent Contractor. For the purposes of this Agreement and all services to be provided hereunder, the parties shall be, and shall be deemed to be, independent contractors and not agents or employees of the other party. Neither party shall have authority to make any statements, representations, or commitments of any kind or to take any action which shall be binding on the other party, except as may be expressly provided herein or authorized in writing.
13. Term and Termination.
 - a. The term of this Agreement shall commence on January 1, 2023 and terminate on December 31, 2023. This Agreement may be renewed under mutually agreeable terms and conditions which are agreed to in writing by both parties.
 - b. Either party may terminate this Agreement for any reason upon ninety (90) days prior written notice to the other.
 - c. In the event that either party shall be in default of its material obligations under this Agreement and shall fail to remedy such default within sixty (60) days after receipt of written notice thereof, this Agreement shall terminate upon expiration of the sixty (60) day period.
 - d. Termination or cancellation of this Agreement shall not affect the rights and obligations of the parties accrued prior to termination. Upon termination, Sponsor shall pay GSU for all services properly rendered, monies properly expended, and non-cancelable commitments by the GSU through the date of termination.
 - e. Any provisions of this Agreement which by their nature extend beyond

termination shall survive such termination. If human subjects are involved and this Agreement is terminated before completion of the Project, GSU shall cease enrolling Project subjects immediately (or, in the case of termination by the Sponsor, as soon as GSU

has been notified of such termination), and shall cease conducting the activities set out in the approved GSU Institutional Review Board protocol to the extent that doing so is permissible and appropriate. Sponsor and GSU shall negotiate in good faith on the subsequent treatment or transfer of the Project subjects.

14. Notice. Any notice required by this Agreement shall be given by registered or certified mail, return receipt requested, addressed in the case of GSU to:

Georgia State University
Attn: University Research Services and Administration
P. O. Box 3999
Atlanta, Georgia 30302-3999

With copy to:

Georgia State University
Office of Legal Affairs
Attn: University Counsel
P.O. Box 3987
Atlanta, GA 30302-3987

Notices given by courier or other express service shall be addressed in the case of GSURF to:

Georgia State University
Attn: University Research Services & Administration
58 Edgewood Ave. SE, 3rd Floor
Atlanta, Georgia 30303

With copy to:

Georgia State University
Office of Legal Affairs
Attn: University Counsel
10 Park Place South, Suite 510
Atlanta, GA 30303

or in the case of Sponsor to:

Contact
Name: Dr. Vasanne Tinsley, Interim Superintendent
Address: 1701 Mountain Industrial Boulevard, Stone Mountain, GA 30083

Email: vasanne_s_tinsley@dekalbschoolsga.org

or at such other addresses as may be given from time to time in accordance with the terms of this notice provision.

15. Results of Project. GSU will conduct the Project in accordance with generally-accepted professional standards of workmanship and effort at a quality comparable to research performed at major public and private research universities within the United States. Sponsor understands that all research is experimental in nature and that the outcome of the Project is inherently uncertain and unpredictable. Sponsor agrees and acknowledges that GSU has not made and does not make any representation, guarantee or warranty, express or implied, regarding the results of the Project. GSU MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND HEREBY DISCLAIMS ALL SUCH WARRANTIES AS TO ANY MATTER WHATSOEVER INCLUDING, WITHOUT LIMITATION, WARRANTIES WITH RESPECT TO: (i) THE PROJECT AND ANY RESULTS OF THE PROJECT; (ii) DATA, REPORTS, INFORMATION OR RESEARCH PROVIDED BY EITHER GSU OR SPONSOR; AND (iii) ANY INVENTION OR PRODUCT, OR OWNERSHIP THEREOF, WHETHER TANGIBLE OR INTANGIBLE, TESTED, CONCEIVED, DISCOVERED, OR DEVELOPED IN THE PROJECT OR IN CONNECTION WITH CONDUCTING THE PROJECT UNDER THIS AGREEMENT.

16. Export Controls.

- a. Each party acknowledges that any information or materials provided by the other under this Agreement may be subject to U.S. export control laws and regulations, including the International Traffic in Arms Regulations (“ITAR”, 22 CFR Chapter 1, Subchapter M, Parts 120-130), Export Administration Regulations (“EAR”, 15 CFR Chapter VII, Subchapter C, Parts 730-774), and Assistance to Foreign Atomic Energy Activities (10 CFR Part 810); each party agrees to comply with all such laws.
- b. Sponsor acknowledges that GSU is an institution of higher education and has many students, faculty, staff, and visitors who are foreign persons, and that GSU intends to conduct the Project as fundamental research under the export control regulations, such that the results generated by GSU qualify as “public domain” under ITAR Parts 120.10(a)(5) and 120.11 or “publicly available” under EAR Parts 734.3 (b)(3) and 734.8(a and b). Sponsor will not knowingly disclose, and will use commercially reasonable efforts to prevent disclosure to GSURF or GSU of any information (i) subject to ITAR controls, (ii) in the Commerce Control List of the EAR, or (iii) in

Restricted Data or Sensitive Nuclear Technology as set forth in 10 CFR Part 810. If for the purposes of the Project Sponsor intends to disclose export-controlled information to GSURF or GSU, Sponsor will not disclose such information to GSURF or GSU unless and until a plan for transfer, use, dissemination and control of the information has been approved by GSU’s Export Control Officer.

- c. In the event Sponsor inadvertently discloses export-controlled information or breaches this Section, any deadlines contemplated by Attachment A will be adjusted based on the time it takes to address the disclosure.
- d. All notices from Sponsor provided pursuant to this Section shall be given by registered or certified mail, return receipt requested, addressed to:

Georgia State University
Office of Legal Affairs
Attention: Export Control Officer
P.O. Box 3987
10 Park Place South, Suite 510
Atlanta, GA 30302-3987

17. Miscellaneous.

- a. This Agreement may not be assigned by either party without the prior written consent of the other party.
- b. If any provision of this Agreement is held to be unenforceable for any reason, that unenforceability shall not affect the enforceability of any other provision of this Agreement, and the Parties shall negotiate in good faith to substitute an enforceable provision with similar terms.
- c. This Agreement may be executed in two (2) or more counterparts, each of which is deemed an original, but all of which together constitutes one instrument.
- d. The Section and Article headings in this Agreement are for reference only, and shall not affect the interpretation or meaning of any provision of this Agreement.
- e. Unless otherwise specified, this Agreement and its Attachments embody the entire understanding between GSU and Sponsor with respect to the Project, and any prior or contemporaneous representations, either oral or written, are hereby superseded. No amendments or changes to this Agreement, including, without limitation, changes to the scope of the Project, period of performance or budget, shall be effective unless made in writing and signed by authorized representatives of the parties.
- f. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Georgia.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

Georgia State University

DeKalb County School District

Signature

Signature

Comfort Reeves-Brownell

Printed Name

Printed Name

Assistant Vice President of Research

Title

Title

Date

Date

Attachment A – Scope of Work

Dekalb Recruit, Train, Retain Grant

Georgia State University Scope of Work

Dr. Tamika La Salle with Georgia State University will implement the project as defined within the grant application through the following tasks:

1. Coordinate GSU recruitment and training opportunities including course instruction and applied practice supervision
2. Attend monthly and semi-annual planning meeting with grant leaders
3. Collect GSU data on outcome measures
4. Coordinate ongoing analysis of outcome measures across all grant years

Dr. Catherine Perkins with Georgia State University will implement the project as defined within the grant application through the following tasks:

1. Coordinate GSU recruitment activities including applicant interview and selection.
2. Conduct training activities including course instruction and internship supervision.
3. Attend monthly and semi-annual planning meeting with grant leaders
4. Collect GSU data on outcome measures
5. Participate in ongoing analysis of outcome measures across all grant years with goal of continuous improvement of the project
6. Coordinate retention efforts of students in the program, including annual needs survey
7. Co-supervise work of GRAs in the CRSS

Attachment B – Budget

		Project Start Date	1/1/2023	End Date	12/31/2023				
Salary Raise & Inflation Index: Year 1 entry will be constant unless each year is changed								0%	
Personnel:				Year 1					
Name (Enter names in the fields below)	Base Salary	% Cost Share Effort	% Sponsored Effort	Combined Totals			Cost Share Totals	Sponsor totals	
				Person Months	Salary Requested	Fringes			
Tamika LaSalle - Academic	100,000		15.0%	1.35	15,000	5,400	-	20,400	
Tamika LaSalle - Summer *	33,333		33.3%	1.00	11,110	4,000	-	15,110	
Catherine Perkins - Academic	89,491		10.0%	0.90	8,949	3,222	-	12,171	
Catherine Perkins - Summer *	29,830		33.3%	1.00	9,942	3,579	-	13,522	
GRA			100.0%	12.00	70,000	2,380	93,440	72,380	
Student Assistants				-	-	-	-	-	
Total Personnel					115,002	18,581	93,440	133,582	
Salary & Fringe Totals							227,022	93,440	133,582
EQUIPMENT				Year 1					
						Combined Total	Cost Share	Sponsor	
Domestic TRAVEL				Year 1			3,000	3,000	
Foreign TRAVEL				Year 1					
TRAVEL TOTAL							3,000	3,000	
OTHER DIRECT COSTS		If constant, enter here, will autofill all years.						Year 1	
		Cost share	Sponsor				Combined total	Cost share	Sponsor
Materials and Supplies			4,500				4,500	-	4,500
Other Direct Costs Total			4,500				4,500	-	4,500
				Year 1			Total	Share	Sponsor
Total Direct Costs							234,522	93,440	141,082
Total Direct less Subs' F&A							234,522	93,440	141,082
Total Modified Direct Costs							234,522	93,440	141,082
Facilities and Administrative Costs							79,006		79,006
Total Direct Costs and F&A							313,528	93,440	220,088