MEMORANDUM OF AGREEMENT

This Memorandum Agreement ("Agreement"), dated March 14, 2018 is between the University of Georgia Research Foundation, Inc. ("UGARF") and the Barrow County School District (CCSD) with offices at 179 West Athens St., Winder, GA 30680 ("Sponsor").

1. **Scope of Work.** Sponsor retains UGARF to conduct the work entitled *Memorandum of Agreement with the Barrow County School System* ("Project") as described in Appendix B. The Project will be directed by Dr. Cynthia Vail, ("Principal Investigator" or "PI"), College of Education, University of Georgia. The Project period is 7/24/2018 through 5/23/2019.

2. **Payments.** This is a fixed-price agreement. Sponsor shall pay UGARF a total amount of $96,066 in four equal quarterly payments. A budget estimate is attached and incorporated herein. UGARF shall render an accounting to Sponsor upon request, but no more often than once per fiscal year. UGARF shall be permitted to rebudget funds as necessary in order to fulfill the scope of work. UGARF's Employer Identification number (EIN) is 58-1353149.

3. **Reports.** UGARF shall provide Sponsor with brief reports on the progress of Project from time to time, and Sponsor may consult directly with persons at the University of Georgia who are involved with the Project.

4. **Publications.** UGARF shall have the right to publish the results of Project after providing a copy to Sponsor for review and comment. The author's decision shall be final as to form and content. If UGARF does not publish, then Sponsor may do so, but only with UGA's prior consent. No commercial names shall appear in any publications, unless essential to description of Project, nor shall the name of the University of Georgia or UGARF be used without permission. Before publication, neither party may publicize the Project without written approval of the other. UGARF may at any time publicize Sponsor's name, the principal investigator's name and the funding.

5. **Inventions.** UGARF shall own any invention and discoveries arising from the performance of Project and shall provide Sponsor with a written disclosure thereof. Sponsor agrees not to use, disclose or permit the use or disclosure of any patentable invention or discovery until the earlier to occur of (i) issuance of a U.S. patent, or (ii) disclosure through publication by UGA. UGARF grants Sponsor a right of first refusal to acquire a license to any patentable invention which directly results from Project. The parties shall negotiate such license in good faith, providing for reasonable commercial terms.

6. **No Confidentiality.** Neither party shall disclose any proprietary information to the other without first executing a separate non-disclosure agreement.

7. **Independent Contractor.** UGARF is as an independent contractor and not an employee, partner or joint venturer of Sponsor.

8. **Notices.** Notices to UGARF shall be sent to Adam Quinn, University of Georgia, 310 East Campus Road, Tucker Hall Room 314, Athens, Georgia 30602-1589, or to adamq@uga.edu. Notices to Sponsor shall be sent to, Jennifer Houston, Barrow County School District, 179 West Athens St., Winder, GA 30680 or to jennifer.houston@barrow.k12.ga.us

9. **Termination.** Either Party may terminate this Agreement with 45 days written notice.

9 **Integration.** This is the complete agreement between the parties relating to Project and may only be amended by mutual written consent.

University of Georgia Research Foundation, Inc.

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MaryAnn Deom

Associate Director

Sponsored Projects Administration

Barrow County School District

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APPENDIX A - CONTACT INFORMATION

This Appendix A identifies the "Official Notice Agent" for each party and UGARF's 'Financial Contact," to whom Sponsor shall direct payments made to UGARF under this Agreement. In addition, and for the convenience of the Parties, this Appendix A also identifies the Principal Investigator and Sponsor's Project Director and Financial Contact.

UGA	SPONSOR
Official Notice Agent Name: Adam Quinn Address: Grants Specialist Sponsored Projects Administration 310 East Campus Road, Athens, GA 30602-1589 Telephone: 706-542-2285 Fax: 706-542-5946 Email: adamq@uga.edu	Official Notice Agent Name: Address: Telephone: Fax: Email:
Principal Investigator Name: Cynthia Vail Address: Professor and Department Head Department of Communication Sciences and Special Education 570F Aderhold Hall Athens, GA 30602 Telephone: 706-542-4578 Fax: Email: cvail@uga.edu	Project Director Name: Address: Telephone: Fax: Email:
Financial Contact Name: Allison Davis Director, Post-Award Address: Sponsored Projects Administration 3 IO East Campus Road Tucker Hall Room 41 I Athens, GA 30602-7016 Telephone: (706) 227-7223 Fax: (706) 227-7222	Financial Contact Name: Address: Telephone: Fax:

APPENDIX B

Scope of Work

UGA shall (a) Provide speech and language services for no more than 55 students in the System, within a minimum of 4 days per week on site at a designated school (Monday-Thursday); and (b) provide an appropriately licensed and certified speech pathologist to supervise or provide these services, with the understanding that most services will be provided by speech-language pathology graduate students from UGA under the supervision of the licensed speech pathologist. The work will be directed by Dr. Cynthia Vail, College of Education, University of Georgia.

Budget

The University of Georgia – Barrow County School System
July 24, 2018 - May 23, 2019.

Category		**Funds Requested**
Personnel	**Annual Rate**	
10 months	80,000	66,666
Benefits	31%	20,667
Other Direct Costs		8,733
TOTAL		**96,066**