

**RESEARCH AGREEMENT**  
**THE GULFNET GEODETIC CONSORTIUM**

\_\_\_\_\_, a \_\_\_\_\_ corporation, or, \_\_\_\_\_ (an individual), ("**Member**"), 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 LSU Center for Geoinformatics (LSU C4G) was established to further the science and practical application of three dimensional positioning through development of LSU C4G GULFNET Geodetic infrastructure enhancements, and to provide leadership to facilitate administration and support of the LSU C4G GULFNET Geodetic Research; and

WHEREAS, the Research Project contemplated by this Agreement is open to all parties willing to provide financial and technical support and is expected to have multiple Members, without the involvement of any federal funding, (collectively "Consortium Members"), and be of mutual interest and benefit to University and to Member; and 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 Member and University through data, improved methods and know-how, or discoveries that may possibly result from that research;

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

**Article 1 - Definitions**

- 1.1 "**Project**" shall mean the Project described in Appendix A, under the direction of Dr. Roy K. Dokka as Principal Investigator.
- 1.2 "**Project Period**" means the term from the effective date as defined in Article 4.2 until June 30, 2008. or until terminated as provided in Articles 2.2, 4.6 or 9. The project period may be extended annually as defined in Article 4.1

**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 Member shall each have the option to terminate the Project.
- 2.3 University will provide Member the deliverables specified in Appendix A, and Member and its affiliates, wholly-owned affiliates and/or sole-shareholder parent company, will be free to use, copy and make derivative works of such deliverables for Members and its affiliates own internal business purposes.

### **Article 3 - Reports and Conferences**

- 3.1** University shall provide written progress reports to Member to the extent specified in Appendix A. During the term of this Agreement, representatives of University and Member 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 – Membership and Payment**

- 4.1** The Term of Membership for a Project Period shall begin each year on July 1 and end the following year on June 30. The enrollment period shall commence each May for each subsequent Term of Membership. The Member shall make annual payments of five thousand (\$5,000) per membership. Payment for new members joining after the enrollment period but before January 1 shall be prorated. Enrollment for any given Project Period is closed beginning January 1; the only exception will be the initial year, 2007-2008, where enrollment shall remain open until June 1, 2008. Membership is not transferable and fees are not refundable. Should Member require additional rights to access GULFNET data and/or training seats for workshops beyond those provided herein, additional rights and training seats may be obtained by obtaining additional memberships at standard costs.

- 4.2** The amount Member shall pay University under this initial Agreement for the \_\_\_\_\_ month period beginning \_\_\_\_\_ through July 1, 2008 is \_\_\_\_\_dollars (\$ \_\_\_\_\_). University shall invoice Member for \$ \_\_\_\_\_ upon execution of this Agreement. On July 1 of each subsequent year of the Project Period, University shall invoice Member for an additional annual payment. Payment will be made by Member within 30 days of receipt of such invoice. Any unexpended funds will be retained by University.

- 4.3** Checks shall be made payable to Louisiana State University, contain reference to the “GULFNET GEODETIC CONSORTIUM”, and shall be mailed to:

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

- 4.4** University shall retain title to any equipment purchased with funds provided by Member under this Agreement.

- 4.5** If Member loans any equipment or supplies to University under this Agreement, Member 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. Member shall maintain any such equipment or supplies while in University's custody.

- 4.6 Member may withdraw as a contributor to this Project at any time by giving University written notice to that effect. Member agrees to notify University no later than April 1 of its intent to withdraw. By way of example, if Member elects to withdraw as a contributor effective July 1, 2008, Member agrees to notify University no later than April 1, 2008. Funds which remain unexpended by the University will be retained by the University.

In case of early termination of the Project by University, unused and uncommitted funds may be redirected at the discretion of the Program Director to continue GULFNET Geodetic enhancement activities or may be returned to the Member on a pro rata basis. The prorated share of the contribution if returned will be determined as follows: annual contribution times number of days remaining in the Project year divided by 12 months.

#### **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 Member 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 Member to supply the information that Member may be required to disclose in order to comply with applicable law. However, in no circumstances may Member state or imply that University in any way endorses or supports a particular investment, stock purchase, product, or treatment.

#### **Article 6 - Publications**

- 6.1 Member 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 and includes the date of disclosure 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 and includes the date of disclosure 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 and their affiliate's 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 developed by the receiving party independently of any Confidential Information disclosed to it.

**7.3** The confidentiality obligations of this Article 7 shall continue until five years after the date of disclosure.

## Article 8 - Intellectual Property Rights

- 8.1** Ownership of GULFNET data. It is understood that LSU C4G holds all rights to data produced by GULFNET. It is further understood that access and use of GULFNET data and derivative products such as real-time kinematic correctors, is restricted to Members, designated employees of Member's respective companies, and others specifically designated by LSU C4G. Broadcasting of GULFNET data by any means is permitted only with prior written approval by the Principal Investigator.
- 8.2** "**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 Member'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 the respective Member'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 specific Consortium Member employee, then University and that Member shall jointly own that invention, and Member shall have the rights provided in Paragraph 8.2 to negotiate for a license under University's part-interest in that invention. Member shall be the sole owner of inventions that are conceived entirely by employees of Member. However, "Funded Technology" shall not include any inventions that may result in the course of work funded by Member, 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.
- 8.3** University shall own all Funded Technology. University shall promptly notify all Consortium Members 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 receipt of notice from the University of 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 Consortium Members of the creation of the software), on Member's written request University and Member shall negotiate in good faith to try to reach mutually agreeable terms for a non-exclusive license to Member (but not, until after this time period, to any party other than other Members with substantially identical

agreement with University as this agreement) under any Funded Technology whether a patent has been applied for or not, 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 Member; 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 Member 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 Member 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 Member 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. Member 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 4.2, 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, Paragraph 2.2 or Paragraph 4.6. 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, and 14.

## **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 Member to Defend and Indemnify Claims**

**12.1** Member 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 Member or by any third party acting on behalf of or under authorization from Member, of products or processes developed or made as a result of information or materials received from University.

## **Article 13 - Governing Law**

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

## **Article 14 - Disputes**

- 14.1** 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 15 - Assignment**

- 15.1** 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 except as a result of a reorganization, merger or assignment of substantially all of the assets of the assigning party to an assignee.

## **Article 16 - Entire Agreement; Modification; Project Results; Other Research; Authority to Enter Agreement**

- 16.1** This Agreement constitutes the entire understanding between Member 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 Member and University.
- 16.2** University makes no representation or warranty regarding what the results of the Project will be.
- 16.3** Member 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. Member acknowledges that the rights specified in this Agreement are subject to the rights of other Members in other research agreements to which University is a party.
- 16.4** 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 17 – Export Controls**

- 17.1** University and Member agree to comply with the U.S. export laws and regulations.

## **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 Project Description (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 Member:  
(Business Matter)

If to Member:  
(Technical Matter)

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: Roy K. Dokka, Ph.D.  
(Technical Matter) Executive Director  
GULFNET Geodetic Consortium  
Center for Geoinformatics  
Louisiana State University  
Baton Rouge, Louisiana 70803  
Phone: 225-578-4578  
Fax: 225-578-4502  
Email: rdokka1@lsu.edu

**Article 21 – Conflict of Interest**

- 21.1 No director, employee or agent of the University shall give to or receive from any director, employee or agent of the Member or its affiliates any commission, fee, rebate, or any gift or entertainment of significant cost or value in connection with the Project, or enter into any business arrangement with any director, employee or agent of the Member or its affiliates other than as a representative of the Member or its affiliates, without prior written notification thereof to the Member.
  
- 21.2 Neither the University nor the University’s employees or agents, or subcontractors of any tier, or their employees or agents, shall make any payment or give anything of value to any official of any government or public international organization, including any officer or employee of any government department, agency, or instrumentality to influence his or its decision, or to gain any other advantage for the Member or the University in connection with the Project.

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

\_\_\_\_\_  
*Name of Company or Individual*  
  
\_\_\_\_\_

**Board of Supervisors of  
Louisiana State University  
and Agricultural and Mechanical College**  
  
\_\_\_\_\_

BY: \_\_\_\_\_

BY: James L. Bates  
Director  
Office of Sponsored Programs

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

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

APPENDIX A  
LSU C4G GULFNET Geodetic Consortium  
Project Description

- ✓ Seat on C4G GULFNET Executive Advisory Board
- ✓ Training seat for one Member designate regarding GULFNET research, how to access to GULFNET data,, and GULFNET RTK use and lessons learned.
- ✓ Access to GULFNET data resources including:
  - GULFNET raw data resources. Member will have special access to GULFNET data via a secure website. GULFNET data is archived at 1 sec. Data provided to National Geodetic Survey/NOAA are decimated to 15 second, per agreement. Member will have access via FTP. Member can also request data at non-standard rates with prior notification to LSU C4G. Member also has access to raw data from non-public GULFNET stations.
  - RTK network. Each Member will be provided access codes to allow for one rover to access the GULFNET RTK network. Member will be expected to provide LSU C4G and other Consortium Members with oral and/ or written comments of their field experiences each year using GULFNet RTK.
- ✓ Participation in setting Consortium development priorities.
- ✓ Priority access to C4G personnel regarding questions regarding GULFNET data and operations.
- ✓ Access to Best Practices White Papers.
- ✓ Early access to analysis, case studies and integration studies.
- ✓ Invitation to Annual Conference.