

RESEARCH SERVICE AGREEMENT NO. 13739

BETWEEN

**GEORGIA SOUTHERN UNIVERSITY RESEARCH
AND SERVICE FOUNDATION, INC.**

AND

CAMDEN COUNTY BOARD OF COMMISSIONERS

THIS RESEARCH SERVICE AGREEMENT ("Agreement") is between the GEORGIA SOUTHERN UNIVERSITY RESEARCH AND SERVICE FOUNDATION INC., a nonprofit corporation organized and existing under the laws of the State of Georgia, having a place of business at Georgia Southern University, P.O. Box 8005, Statesboro, Georgia 30460-8005, hereinafter referred to as "GSURSF", and

"SPONSOR": Camden County Board of Commissioners

Mr. Steve Howard, County Administrator

Address: P.O. Box 99

Phone: 912-576-5601

Woodbine, Ga 31569

Email: showard@co.camden.ga.us

WHEREAS each of the aforementioned being referred to individually as the "Party" or collectively as the "Parties";

WHEREAS, GSURSF and the Board of Regents of the University System of Georgia on behalf of Georgia Southern University (hereinafter referred to as "University") have entered into an agreement wherein University and its faculty and staff employees, independent contractors, subcontractors, and student assistants perform research and service projects under agreements executed by GSURSF with outside sponsors and/or entities, and GSURSF manages and controls University's interests in intellectual property rights created under said agreements with outside sponsors and/or entities; and

WHEREAS, the Research Services contemplated by this Agreement are of mutual interest and benefit to GSURSF and SPONSOR, will further the instructional, research and public service missions of University in a manner consistent with its status as a nonprofit, tax-exempt, educational institution, and may derive benefits for both University and SPONSOR through the advancement of knowledge;

NOW, THEREFORE, the Parties hereto agree as follows:

1. STATEMENT OF WORK AND REPORTING

GSURSF agrees to use its reasonable efforts to perform the Research Services appended hereto and incorporated as Appendix A. Periodic reports will be provided (check one) as described in Appendix A; or as follows: _____

2. PERIOD OF PERFORMANCE

The period of performance shall be 02/03/2020 through 04/17/2020.

3. PRICE AND PAYMENT

As compensation for the performance of this Agreement, the SPONSOR agrees to pay GSURSF the fixed price of Nine Thousand Nine Hundred Sixty Dollars (\$9,960.00). SPONSOR shall have no responsibility for any expenditure in excess of the amount specified above.

SPONSOR shall:

Provide full payment upon submission of the executed Agreement;

Provide payments according to the following schedule:

- 50% due upon execution of the Agreement
- 50% due at conclusion of the Period of Performance and receipt of the Final Report

Compensation for the performance of this Agreement shall be made payable to GSURSF and should cite the Agreement number provided in the fully-executed Agreement:

Georgia Southern University Research and Service Foundation, Inc.
P.O. Box 8005
Statesboro, GA 30460-8005
912-478-5465

4. REPORTS AND PUBLICATIONS

A. GSURSF shall provide SPONSOR with a written report regarding the data obtained in the course of said Academic Research Services to the extent required in Article 1. Said report shall be maintained as confidential pursuant to Article 5 of Agreement.

B. SPONSOR recognizes that the results of Research Services which do not disclose Confidential Information provided hereunder may be deemed publishable by GSURSF, and that the researchers engaged in project shall be free to publish these results, consistent with the obligations imposed in Article 5 of this Agreement. GSURSF will provide SPONSOR with thirty (30) days to review any manuscripts or proposed publications arising out of Research Services. SPONSOR may request GSURSF to delay publishing such proposed publication for a maximum of an additional sixty (60) days solely for the purposes of protecting the potential patentability of any inventions described therein and remove any proprietary or confidential information. Failure to respond within sixty (60) days shall constitute de facto agreement of SPONSOR that no delay in publication is necessary.

5. CONFIDENTIALITY

"Confidential Information" shall mean any SPONSOR-provided materials, written information, and data marked "Confidential" or non-written information and data disclosed which is identified at the time of disclosure as confidential and is reduced to writing and transmitted to the other party within sixty (60) days of such non-written disclosure. GSURSF hereby agrees to use the same degree of care it uses to protect its own confidential information and will, to the extent permitted by law: 1) maintain for a period of five (5) years the Confidential Information obtained from SPONSOR pursuant to this Agreement; and 2) maintain as confidential any data and interpretation of said Confidential Information arising out of said Research Services until SPONSOR has had the opportunity to review same. Publications will be limited to new scientific information regarding Research Services performed, and GSURSF will use reasonable efforts not to disclose proprietary processes or methods of SPONSOR, or the nature or composition of materials provided by SPONSOR.

6. INTELLECTUAL PROPERTY

All inventions arising out of Research Services will be promptly disclosed to SPONSOR. GSURSF may, upon notice to SPONSOR seek patent protection on any such inventions. All inventions, patent applications, or patents created during Research Services which name at least one employee of University as an inventor shall be jointly owned by the SPONSOR and GSURSF in proportion to the contributions made thereto.

7. PUBLICITY

SPONSOR shall not use the names of GSURSF, University, nor of any of its employees or components, nor any adaptation thereof, in any advertising, promotional or sales literature without the prior written consent obtained from GSURSF and University, as applicable in each case. SPONSOR may not imply endorsement by, employment at, or express opinions as those of GSURSF, University, or any components the University System of Georgia.

8. GOVERNING LAW

This Agreement shall be governed by the laws of the State of Georgia. SPONSOR agrees that the venue for any legal action regarding this Agreement shall be the Superior Court of Fulton County, Georgia. SPONSOR hereby certifies pursuant to O.C.G.A. 50-5-85 that it is not currently engaged in and agrees for the duration of this agreement not to engage in, a boycott of Israel.

9. WARRANTIES AND INDEMNITY

GSURSF IN NO WAY GUARANTEES RESEARCH SERVICES PERFORMED PURSUANT TO THIS AGREEMENT AND MAKES NO WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE QUALITY OF PRODUCT PRODUCED UNDER THIS AGREEMENT. SPONSOR AGREES TO INDEMNIFY AND HOLD HARMLESS GSURSF AND UNIVERSITY AGAINST ANY CLAIMS AND COSTS (INCLUDING COUNSEL FEES) ARISING OUT OF SPONSOR'S COMMERCIAL SALE OR DISTRIBUTION OF PRODUCTS OR PROCESSES DEVELOPED UNDER THIS AGREEMENT, OR ITS RELIANCE UPON THE REPORTS PROVIDED UNDER THE AGREEMENT.

10. TERMINATION

Either Party may terminate this Agreement upon thirty (30) days written notice to the other party. Upon GSURSF's receipt of a notice of termination, GSURSF shall discontinue all performance of obligations, deliver to SPONSOR all work products completed in performance of the Agreement as of the termination date and invoice SPONSOR for any and all unpaid costs incurred in the performance of this Agreement prior to the termination date. SPONSOR shall then reimburse GSURSF those invoiced costs within thirty (30) days of receipt of this final invoice.


11. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties relative to the Research Services described herein. The Agreement may be modified, renewed or extended by written mutual agreement of the parties.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their authorized representative.

SPONSOR: CAMDEN COUNTY BOARD OF COMMISSIONERS

GEORGIA SOUTHERN UNIVERSITY RESEARCH AND SERVICE FOUNDATION

By: 
Name: *STED HUNTER*
Title: *County Administrator*
Date: *2/9/20*

By:
Name: Bruxanne Hein
Title: Executive Director
Date:

APPENDIX A
STATEMENT OF WORK



GEORGIA SOUTHERN UNIVERSITY

December 2, 2019

Mr. Steve Howard, County Administrator
Camden County Board of Commissioners
P.O. Box 99
Woodbine, GA 31569

RE: Tourism Economic Impact

Dear Mr. Howard:

Across the United States, the Federal Aviation Administration has recognized 19 active launch and reentry sites. Per our understanding, Spaceport Camden is close to becoming the twentieth commercial spaceport to be approved to operate in the United States. Each launch and reentry site have different capacities and capabilities. These differences play a key role in attracting an anchor tenant for the site and developing complementary industries to support the site. These industries can include aerospace, space equipment manufacturers and/or technology related businesses. Due to these variations, the Spaceport Camden development team is working to develop an estimate for the potential development of spaceport related activities in Camden County.

In addition, when the spaceport is operational and regularly scheduling launches, it is possible that additional visitors could come to Camden County to watch and/or aid with this launching process. These visitors could generate an additional economic impact for the county by increasing the amount of money being spent in the community. This could make it possible for a new spaceport to potentially encourage visitors to extend their stay or create a new reason to visit the area.

To aid with this analysis the Center for Business Analytics and Economic Research (CBAER), a member of the Business Innovation Group (BIG) at Georgia Southern University, is proposing an analysis that will evaluate the potential for additional business development linked to the typical spaceport and an assessment of the potential for tourism related to this type of development. The final document will include a memo that highlights the challenges and potential for each of these activities. Outlined below are the steps required to complete this analysis.



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STATEMENT OF SERVICES TO BE PERFORMED

CBAER will begin this analysis by examining the information regarding potential development data collected for the Spaceport Camden Summary, released in 2017. Building on the information from the previous report, CBAER will estimate the potential for additional business attraction possibilities related to similar spaceport developments. Using secondary sources, the team will update this information using both academic articles and/or applied reports that focus on the existing spaceports and the businesses that surround these developments. Then using the North American Industry Classification Systems (NAICS) code linked to these businesses, the team will develop a baseline estimate for existing businesses in Georgia. CBAER will use 3-digit NAICS codes and JobEQ data from Chmura Economics and Analytics for this part of the analysis.

Next, the team will look for aerospace, technology and related businesses that have already relocated to the State of Georgia from 2015 to 2019. This data will provide the team with a starting point for the business attraction analysis by determining the types of businesses, number of employees and amount of dollars invested. This information will also be analyzed by the location within the state that these activities occurred. These factors will be used to estimate the potential size and number of businesses that could be attracted to Camden County based on statewide development trends. Data from all three segments of this analysis will be used to create a profile of the typical company that might choose to locate near a spaceport.

For the tourism segment of the analysis the team will work to update this information from the 2017 analysis using a variety of secondary sources, including academic articles and/or applied reports that focus on a future or existing spaceport. Specifically, CBAER will be looking for examples of actual tourism impacts rather than projected impacts. If limited data regarding measured tourism impacts can be identified, the team will note the missing information and highlight the fact the input data for the tourism analysis is based on other projected impacts.

Next using visitor spending information from secondary sources, CBAER will estimate the potential spending linked to the typical visitor. This spending data will be the basis for the input/output modeling analysis using the IMPLAN system, a widely accepted economic analysis tool used for long-term planning. The impact will cover the direct, indirect and induced effects linked to these tourists. The findings from this part of the analysis will include output, value added (gross regional product), employment and labor income.



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DELIVERABLES AND TIMEFRAME:

CBAER will prepare two documents for the client. The first will be a research memorandum that outlines the methodology used in the analysis and the conclusions made. The second will be a graphical document that focuses on the overall potential impact. This document will be suitable for release to stakeholders and the general public.

As a public university, we bill our projects in a manner to cover the associated overhead rather than to generate a profit. As such, the cost for the delivered project as described above is \$9,960. This reflects estimated professional and student labor, data and indirect costs.

PAYMENT SCHEDULE:

Payment 1: \$4,980 due on contract execution
Payment 2: \$4,980 due on delivery of final report

The findings and conclusions based on this methodology will be objective from the point of view of our research. I believe this objectivity is important for your purposes. The work outlined in this plan will begin when the client reviews and approves this scope of work document. At this point, the Georgia Southern University Research and Service Foundation will create a separate document that will serve as the official contract governing this research project. Once an agreement is reached and work is begun, we anticipate that the analysis will be completed in six weeks.

This timeline is contingent upon the timeliness of agreement with the terms and conditions presented herein, and thus it is subject to change. After the initial delivery of the final written document and accompanying data, a review period of twenty (20) days will commence; during which any preferred modifications to the final written document are to be submitted. CBAER will then have ten (10) additional days to respond to these change requests.



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CLOSING:

After you have reviewed this scope of work please keep in mind that CBAER is ready to address any questions, comments or concerns you may have about this project. Please feel free to contact me at (912) 478-2733 or by email at dhalaby@georgiasouthern.edu.

Sincerely,

Dr. Dominique Halaby
Director, Business Innovation Group
Parker College of Business
Georgia Southern University



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