

**COOPERATIVE RESEARCH AGREEMENT  
FOR  
THE PUBLIC SAFETY TECHNOLOGY CENTER**

This Agreement is made this \_\_\_\_ day of \_\_\_\_\_, 2004, by and between the UNIVERSITY OF CENTRAL FLORIDA, acting for and on behalf of its Board of Trustees, located at 12443 Research Parkway, Ste. 302, Orlando, Florida 32826 (hereinafter referred to as "UNIVERSITY") and the CITY OF GAINESVILLE, a municipal corporation organized under the laws of the State of Florida, with its police department located at 721 NW 6th Street, Gainesville, Florida 32601 (hereinafter referred to as "AGENCY").

**1. OVERVIEW OF THE PUBLIC SAFETY TECHNOLOGY CENTER**

The UNIVERSITY and the AGENCY desire to join together in a cooperative effort to support the PUBLIC SAFETY TECHNOLOGY CENTER (hereinafter called "CENTER") at the UNIVERSITY's Orlando, Florida campus.

The goal of the CENTER is to: 1) establish a consortium of criminal justice agencies that will participate in a cooperative manner to address critical technology requirements and coordinate cost-effective solutions; 2) foster inter-agency technology development and application coordination; 3) develop software and networking solutions to allow the inter-jurisdictional sharing of information such as: pawn data, field interrogation card data, and other data sets related to public safety; and 4) develop an operational prototype data-sharing model that can be used for regional, state, and nationwide implementation.

The CENTER will be operated by certain faculty, staff, and students of the UNIVERSITY. The CENTER will be supported by local and state law enforcement agencies and the UNIVERSITY. UNIVERSITY and/or each sponsoring AGENCY shall be free to conduct its own research in the CENTER and no result of such research shall be affected by this Agreement.

**2. SPONSORSHIP**

Any AGENCY, interested party, or any research and development organization, may, by signing a similar Agreement, become a sponsor of the CENTER consistent with applicable state and federal laws and University policies. Each AGENCY will sign a similar Agreement of like form and content to this Agreement. To ensure that all AGENCIES are treated alike, the UNIVERSITY agrees that no major modifications or alterations will be made to this Agreement unless a majority of the signatory AGENCIES consent to such changes.

In accordance with the fee schedule as identified in the CENTER's Operational Plan, AGENCY agrees to contribute the pro rated amount of \$5,625.00 for the first year, and \$7,500.00 annually for Years Two and Three in support of the CENTER and thereby becomes a sponsor.

The results of CENTER research will be made promptly and equally available to all sponsoring AGENCIES. Ownership of patents and copyrights of software that result from CENTER research will remain with UNIVERSITY, as per terms of this Agreement.

Sponsoring AGENCIES have the option to contract with UNIVERSITY for individual research projects that are proprietary in nature. Separate research agreements will be negotiated for these proprietary projects, and said agreements will not be subject to the terms and conditions of this Agreement.

### **3. STEERING COMMITTEE**

There will be a Steering Committee for the CENTER composed of two representatives from each sponsoring AGENCY. The Committee will make recommendations to the CENTER's Directors, Dr. Mike Reynolds and Dr. Ron Eaglin, concerning: (a) the research projects to be carried out by the CENTER, and (b) the apportionment of resources to these research projects. The final decision will rest with the CENTER's Directors.

### **4. ORGANIZATION**

The organization, operation, policies, and objectives of the CENTER will be specified in an Operational Plan, adopted by the UNIVERSITY and the BOARD.

### **5. PUBLICATIONS/CONFIDENTIALITY**

UNIVERSITY reserves the right to publish in scientific journals the results of research under the CENTER. AGENCY, however, shall have the opportunity to review any paper containing results of the research CENTER, prior to publication of the paper, and shall have the right to request a delay in publication for a period not to exceed six months from the date of submission to AGENCY, provided that AGENCY makes a written request and justification for such delay within thirty (30) days from the date the proposed publication is submitted by certified mail to AGENCY.

UNIVERSITY agrees to safeguard any confidential material and data supplied to it by AGENCY to the same extent it safeguards its own.

### **6. INTELLECTUAL PROPERTY**

#### **A. Background Technology**

All potentially patentable inventions considered as Background Technology that were developed by UNIVERSITY prior to the first AGENCY signing this Agreement are not part of this Agreement and are not available to sponsoring AGENCIES through this Agreement, except for specific licensing agreements to be approved by the UNIVERSITY.

B. Inventions

Any invention conceived or first reduced to practice in the course of research conducted by UNIVERSITY personnel in the CENTER shall be owned by the UNIVERSITY. Inventions which result from funding support from the United States Government, if any, shall be administered in accordance with federal patent law.

C. Software

Software developed by PUBLIC SAFETY TECHNOLOGY CENTER may be copyrighted and owned by UNIVERSITY. AGENCY shall have a nonexclusive, nontransferable, non-commercial, royalty-free license, without right to sublicense, for all software developed by the CENTER, unless it is determined by the UNIVERSITY to place such software in the public domain.

D. Results of Research

UNIVERSITY hereby grants to AGENCY a royalty-free, nonexclusive, non-commercial, perpetual, irrevocable license to use the results of the research produced by or for the UNIVERSITY under this Agreement. AGENCY shall have the right to use such results of the research in its own operations. Redistribution and resale shall be at the discretion of the consortium steering committee.

## 7. TERM AND TERMINATION

The term of this Agreement is nine months, commencing on January 3, 2005, and continuing through September 30, 2005. Thereafter, AGENCY will be asked to renew the agreement for two additional one-year terms.

Either Party may terminate this Agreement at any time by giving ninety (90) days written notice to the other party, as outlined in Article 12. After expiration of the ninety-day period, AGENCY shall not be liable for further financial support of the CENTER, nor will it receive any refund of monies previously paid. All rights and obligations provided herein to inventions, software, and the results of the research made prior to termination shall survive termination of this Agreement.

## 8. PAYMENT

Payment of annual sponsorship fees shall be made in a lump sum for each year of sponsorship with the first year due and payable upon execution of this agreement. Subsequent yearly fees shall be due and payable in full 30 days following receipt of invoice. In the event that an Agreement is executed mid fiscal year, as shown below, 30 days or more following the beginning of a fiscal year (October 1 – September 30), then annual sponsorship fees shall be due and payable on the date executed in the prorated amount according to the fee schedule as provided for in the CENTER's Operational Plan and the months remaining in that year:

Year 1	January 3, 2005 – September 30, 2005	(9 months total)
Year 2	October 1, 2005 – September 30, 2006	(12 months total)
Year 3	October 1, 2006 – September 30, 2007	(12 months total)

Invoices for subsequent annual sponsorship fees shall be mailed to AGENCY as follows:

Contact: Susie Aguila, Sr. Account Clerk  
 Address: Gainesville Police Department  
 Post Office Box 1250  
 Gainesville, Florida 32602

Checks from AGENCY should be made payable to University of Central Florida and mailed to:

Division of Finance & Accounting  
 12424 Research Parkway, Suite 300  
 Orlando, Florida 32826-0975

## 9. FISCAL MANAGEMENT

The UNIVERSITY shall maintain complete and accurate accounting records for the CENTER, in accordance with accepted accounting practices for institutions of higher education. These records shall be available for inspection and review at reasonable times by AGENCY, or its duly authorized representative, for three (3) years following the end of UNIVERSITY's fiscal year (July 1 - June 30) in which such costs are incurred.

## 10. RELATIONSHIP OF THE PARTIES

It is understood that the employees, methods, facilities and equipment of UNIVERSITY shall at all times be under its exclusive direction and control. UNIVERSITY's relationship to AGENCY shall be that of an independent contractor and nothing in this Agreement shall be construed to constitute UNIVERSITY, or any of its employees or officers, as an employee, agent, associate, joint venturer or partner of AGENCY.

## 11. WARRANTIES

UNIVERSITY acknowledges that it has the right to establish and conduct the CENTER and, to the best of its knowledge, the activities hereunder do not conflict with any duties or obligations of UNIVERSITY to the U.S. Government, or other participants, or any third party. The UNIVERSITY makes no representations or warranties, expressed or implied, regarding its performance under this agreement, including, but not limited to, the marketability, use or fitness for any particular purpose of the research results developed under this Agreement. UNIVERSITY is not liable for any direct, indirect, consequential, special or other damages suffered by Sponsor as a result of Sponsor's use of project results, reports, data, or deliverables.

UNIVERSITY assumes any and all risks of personal injury and property damage attributable to the negligent acts or omissions of UNIVERSITY and its officers, employees, servants, and agents thereof while acting within the scope of their employment by UCF. AGENCY assumes any and all risks of personal injury and property damage attributable to the negligent acts or omissions of AGENCY's officers, employees, servants, and agents, or other persons acting or engaged to act by AGENCY in furtherance of the obligations of AGENCY under this agreement. UNIVERSITY, as a state agency, warrants and represents that it is self-funded for liability insurance, both public and property, with said protection being applicable to officers, employees, servants, and agents while acting within the scope of their employment by UNIVERSITY.

UNIVERSITY and AGENCY further agree that nothing contained herein shall be construed or interpreted as: 1) denying to either party any remedy or defense available to such party under the laws of the State of Florida; 2) the consent of the State of Florida or its agents and agencies to be sued; or 3) a waiver of sovereign immunity of the State of Florida beyond the waiver provided in Section 768.28, Florida Statutes.

## **12. NOTICES**

All notices shall be in writing and effective upon receipt, and shall be sent to the following addresses:

UNIVERSITY: Kim Smith, Contract Administrator  
Office of Research  
12443 Research Parkway, Suite 207  
Orlando, Florida 32826  
kim@mail.ucf.edu

COPY TO: Dr. Mike Reynolds/Dr. Ron Eaglin  
University of Central Florida  
HPA330/ ENGR 207E  
PUBLIC SAFETY TECHNOLOGY CENTER  
4000 Central Florida Boulevard  
Orlando, Florida 32816  
kreynold@mail.ucf.edu/ reaglin@mail.ucf.edu

AGENCY: Captain Sadie Darnell  
Management and Analysis Bureau  
Gainesville Police Department  
P.O. Box 1250  
Gainesville, Florida 32602

### **13. AMENDMENTS**

This Agreement may only be amended by written mutual agreement of authorized representatives from the UNIVERSITY and AGENCY, and provided that, when applicable, such amendments are also made to the Agreements of like form and content with any member AGENCY or other organization.

### **14. ASSIGNMENT**

Neither party may assign this Agreement without the prior written consent of the other party. Notwithstanding the forgoing, AGENCY may assign this agreement and its rights and obligations hereunder to the successor in interest of AGENCY's business to which this Agreement pertains.

### **15. REPRESENTATIVES AND SUCCESSORS BOUND**

This Agreement shall be binding and inure to the benefit of the parties hereto, their legal representatives, successors, and assigns.

### **16. GOVERNING LAW**

This Agreement is to be governed and construed in accordance with the laws of the State of Florida and all applicable Federal statutes and regulations.

### **17. EXPORT CONTROL**

AGENCY and UNIVERSITY recognize that the research results may be subject to the export control regulations of the United States Department of Commerce or to other United States government regulations relating to the export of technical data and equipment and products produced there from. To the extent such regulations apply to research results, AGENCY and UNIVERSITY agree to comply fully with all such regulations, including any future amendments thereof.

### **18. GENERAL**

This instrument contains the entire Agreement between the AGENCY and UNIVERSITY with respect to the subject matter hereof. In the event AGENCY issues a purchase order to initiate payment, the terms of this Agreement supersede the terms of AGENCY'S purchase order.

IN WITNESS WHEREOF, the parties have caused this Agreement to be effective as of the date first written by their duly authorized representative.

**CITY OF GAINESVILLE (AGENCY)**

**UNIVERSITY OF CENTRAL FLORIDA**

\_\_\_\_\_  
Norman B. Botsford (Date)  
Chief of Police  
Gainesville Police Department

\_\_\_\_\_  
Kim Smith (Date)  
Contract Manager  
Office of Research

APPROVED AS TO FORM AND LEGALITY

BY: \_\_\_\_\_  
Ronald D. Combs  
Sr. Assistant City Attorney

DATE: \_\_\_\_\_