

Fixed-Price Statement

In the event this project is awarded, the following terms and conditions will apply. Any modifications, additions or deletions to the following terms and conditions shall be in writing and agreed to by both parties. Should the Sponsor prefer a customized agreement, please disregard this document and contact Contract Negotiations unit at 785-864-7431.

The University of Kansas Center for Research, Inc. (KUCR) shall have the right to publish, disclose, disseminate and use information it develops under this agreement and that does not contain Sponsor's Confidential Information . Unless otherwise provided for in writing by the Sponsor, KUCR agrees not to publish any Sponsor Confidential Information or Confidential Data owned by Sponsor. Confidential Information, as used herein, does not include:

- i. Information that is generally available to the public at the time of this Agreement;
- ii. Information which becomes part of the public domain or publicly known or available by publication or otherwise, not due to any unauthorized act or omission on the part of the receiving Party;
- iii. Information which thereafter is disclosed to the receiving Party by third parties without breaching any obligation of non-use or confidentiality; and
- iv. Information that has been independently developed by persons in the receiving Party's employ or who otherwise have no contact with Proprietary Information, as proven with written records.
- v. Information that is required to be disclosed by law.

KUCR retains the right to refuse to accept any Confidential Information that is not considered to be essential to the completion of the Project.

Nothing in this agreement shall be construed to limit the freedom of researchers who are participants in this agreement, whether paid under this agreement or not, from engaging in similar research inquiries made independently under other agreements with other parties.

KUCR agrees that the information provided to the Sponsor under this agreement will be reasonably accurate in accordance with scientifically accepted standards. KUCR disclaims all warranties including all implied warranties of merchantability and fitness for a particular purpose.

KUCR is an independent contractor and shall not act as an agent for the Sponsor, nor shall it be deemed to be an employee of the Sponsor for any purposes whatsoever. The Sponsor shall not enter into any agreement nor incur any obligations on behalf of KUCR nor commit KUCR in any manner without the prior written consent of KUCR.

The Sponsor will not use directly or by implication the name of the University of Kansas Center for Research, Inc. or the name of any employee of the University of Kansas or KUCR for any endorsement, publicity or advertising of any nature, unless copy is submitted and written approval of the Chancellor of the University of Kansas is obtained prior to the disclosure of any such endorsement, publicity or advertising. Acknowledgement of funding or sponsorship in a factual statement is not prohibited by this clause.

Unless otherwise agreed upon in writing by both parties, the scope of work and project period will conform to the proposal as submitted by KUCR to the Sponsor.

Either party may terminate this project upon 30 days written notice to the other party. In the event of termination prior to completion of the project, KUCR shall be paid for all costs and noncancellable obligations incurred prior to the date of termination.

The total cost for this fixed-price project is \$480,000. The project will begin upon receipt of initial payment according to the following schedule:

\$40,000.00	Payable at time of signing of this agreement;
\$40,000.00	Payable April 5, 2015;
\$40,000.00	Payable July 5, 2015;
\$40,000.00	Payable October 5, 2015;
\$40,000.00	Payable January 5, 2016;
\$40,000.00	Payable April 5, 2016;
\$40,000.00	Payable July 5, 2016;

\$40,000.00	Payable October 5, 2016;
\$40,000.00	Payable January 5, 2017;
\$40,000.00	Payable April 5, 2017;
\$40,000.00	Payable July 5, 2017;
\$40,000.00	Payable October 5, 2017;

The project will begin upon receipt of initial payment, and shall end December 31, 2017. Sponsor reserves the right to annually review the progress of the project and the scope of work document originated November 21, 2014 and last revised December 2, 2014. DASC agrees to work with Sponsor to address changes that Sponsor may reasonably request to the scope of work document.

Checks shall be made payable to:

The University of Kansas Center for Research, Inc.
Attn: Accounting Services
2385 Irving Hill Road
Lawrence, Kansas 66045-7568

Accepted by the Sponsor: 911 COORDINATING COUNCIL

Signature of Authorized Representative: Walter Way, Chairman

Date: 3-5-15

Printed Name and Title: WALTER WAY, CHAIRMAN

(form modified 2/23/11)