

Enclosure

MEMORANDUM OF UNDERSTANDING CONCERNING  
AFFILIATION OF STUDENTS FOR APPLIED LEARNING EXPERIENCE

This is a Memorandum of Understanding ("MOU") by and between **The Board of Regents of the University System of Georgia by and on behalf of Georgia Institute of Technology** ("Organization"), and **The Board of Regents of the University System of Georgia by and on behalf of Georgia State University**, hereinafter referred to as "University".

A. PURPOSE:

(1) The purpose of this MOU is to guide and direct the parties respecting their affiliation and working relationship, inclusive of anticipated future arrangements and agreements in furtherance thereof, to provide high quality Applied Learning Experiences ("ALEs") for University students, while at the same time enhancing the resources available to the Organization.

(2) Neither party intends for this MOU to alter in any way their respective legal rights or their legal obligations to one another, to the students and faculty assigned to the Organization, or as to any third party.

(3) This MOU is for the learning experience of University's students ("GSU Students"). The GSU students will be learning to:

- a) Contribute to health promotion programs specific to the college community;
- b) Describe the role(s) of a Campus Dietitian as it relates to collaborations with campus partners in order to impact issues of concern including: food insecurity, meal plan guidance, eating disorders, and eating/grocery shopping on a budget; and
- c) Develop and deliver nutrition education in both individual and group settings specific to the college community.

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B. GENERAL UNDERSTANDING:

(1) The courses of instruction for each ALE to be provided will be of such content, and cover such periods of time as may from time to time be mutually agreed upon by the University and the Organization. The starting and ending date for each ALE shall be agreed upon at least one month before the ALE commences.

(2) The number of students designated for participation in an ALE will be mutually determined by agreement of the parties, and may at any time be altered by mutual written agreement. All student participants must be mutually acceptable to both parties and either party may withdraw any student from an ALE based upon perceived lack of competency on the part of the student, the student's failure to comply with the rules and policies of the Organization or the University, or, for any other reason where either party reasonably believes that it is not in the best interest of the parties or the ALE for the student to continue.

(3) There shall be no discrimination on the basis of race, national origin, religion, creed, sex, age or disability in either the selection of students for participation in the program, or as to any aspect of the ALE; provided however, that with respect to disability, the disability must

not be such as would, even with reasonable accommodation, in and of itself, preclude the student's effective participation in the ALE.

C. ORGANIZATION RESPONSIBILITIES:

(1) The Organization will retain responsibility for the services it provides, and will maintain administrative and professional supervision of students insofar as their presence and ALE assignments affect the operation of the Organization and its services.

(2) The Organization will provide adequate learning opportunities for participating students in accordance with the objectives developed through cooperative planning by the University's departmental faculty and the Organization's staff.

(3) The Organization will use efforts to make conference space and classrooms available as may be necessary for teaching and planning activities in connection with the ALEs.

(4) Organization staff shall, upon request, assist the University in the evaluation of the learning and performance of participating students.

(5) The Organization shall provide for the orientation of both University faculty (if applicable) and participating students as to the facilities, philosophies, rules, regulations and policies of the Organization.

D. UNIVERSITY RESPONSIBILITIES:

(1) The University will use its best efforts to see that students selected for participation in the ALE are prepared for effective participation in the training phase of their overall education. The University will retain ultimate responsibility for the education of its students.

(2) Prior to the commencement of an ALE, the University will, upon request and with proper authorization, provide responsible Organization officials with such student records as will adequately disclose the prior education and related experiences of prospective student participants. Only those students who have satisfactorily completed the prerequisite requirements of their curriculum will be selected for participation in an ALE.

(3) The University will require student compliance with the Organization's rules, regulations and procedures, and use its best efforts to keep students informed as to the same and any changes therein. Specifically, the University will keep each participating student apprised of his or her responsibility:

- (a) To follow the administrative policies, standards and practices of the Organization when the student is in the Organization.
- (b) To report to the Organization on time and to follow all established regulations during the regularly scheduled operating hours of the Organization.
- (c) To conform to the standards and practices established by the University while training at the Organization.

(4) University will ensure that GSU Students sign a Student Scholar Agreement, which is attached to this MOU as Exhibit A and incorporated herein.

E. MUTUAL RESPONSIBILITIES:

(1) The parties will work together to maintain an environment of quality learning experiences. At the instance of either party a meeting or conference will be promptly held between University and Organization representatives to resolve any problems or develop any improvements in the operation of the contemplated ALEs.

(2) Unless sooner canceled as provided below, the term of this MOU shall be three (3) years and shall commence on **August 1, 2019** and end on **July 31, 2022**. This working relationship and affiliation may be renewed by mutual written consent of the parties. This MOU may be amended at any time by mutual written agreement of the parties. It may also be canceled at any time by either party upon not less than ninety (90) days written notice in advance of the next training experience.

(3) All notices or other communication provided for in this MOU shall be given to the parties addressed as follows:

For Organization:

Amber Johnson, MS, RDN, LD

Nutritionist

Health Initiatives and Dining Services

Georgia Institute of Technology

740 Ferst Drive, NW

Atlanta, GA 30332-0470

With copy to:

Office of General Counsel

Georgia Institute of Technology

Atlanta, GA 30332-0495

For University:

Kelli Nowviskie

Dean's Office Administrator

Byrdine F. Lewis College of Nursing & Health Professions

Georgia State University

P.O. Box 3995

Atlanta, GA 30302-3995

With copy to:

Office of Legal Affairs

Georgia State University

P.O. Box 3987

Atlanta, GA 30302-3987

Attn: University Counsel

(4) This MOU shall be governed and construed in accordance with the laws of the State of Georgia and shall be made in the State of Georgia.

(5) This MOU may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, when taken together, shall constitute one and the same agreement. Any facsimile or photocopy of a signature to this MOU shall be deemed an original signature to this MOU.

(6) If any provision of this MOU shall be found invalid or unenforceable, then such provision shall not invalidate or in any way affect the enforceability of the remainder of this MOU.

**BOARD OF REGENTS OF THE  
UNIVERSITY SYSTEM OF GEORGIA  
BY AND ON BEHALF OF  
GEORGIA STATE UNIVERSITY**

By: W.F. Hensel  
Wendy F. Hensel  
Provost and Senior Vice President for  
Academic Affairs

Date: August 29, 2019

**The Board of Regents of the  
University System of Georgia  
by and on behalf of  
Georgia Institute of Technology**

By: Kasey Helton  
(signature)

Kasey Helton  
Print Associate Vice President  
Campus Services  
Title: \_\_\_\_\_

Date: 9/24/19

REVIEWED BY GT LEGAL AFFAIRS: zjk Sept 17, 2019

## Exhibit A

### Student Scholar Agreement

This Agreement is made as of the date of the last signature below ("Effective Date") by and between \_\_\_\_\_ <Insert Name of Student HERE> \_\_\_\_\_, **The Board of Regents of the University System of Georgia by and on behalf of the Georgia Institute of Technology ("Georgia Tech") and Georgia Tech Research Corporation ("GTRC")**. I will participate in \_\_\_\_\_ <Insert name of the educational experience /training HERE> \_\_\_\_\_ at Georgia Institute of Technology for the period of \_\_\_\_\_ <Insert ALE period of time HERE> \_\_\_\_\_.

In consideration for the opportunity to participate in \_\_\_\_\_ <Insert name of the educational experience /training HERE> \_\_\_\_\_ ("Program") at Georgia Tech, I hereby agree to the following:

To follow the administrative policies, standards and practices of and any instructions given by Georgia Tech when present on the Georgia Tech campus or using Georgia Tech facilities or resources.

To strictly hold in confidence and not disclose, transfer, use, copy, or allow access to any Proprietary Information provided to me by Georgia Tech during the term of this agreement regardless of marking or lack thereof unless specifically authorized in writing to do so by the Vice Provost for Research or his/her duly authorized representative.

To not publish any material related to the Research that identifies or uses the name of the Georgia Institute of Technology, the Board of Regents of the University System of Georgia ("Board of Regents"), or its members, clients, students, faculty or staff, or the Georgia Tech Research Corporation, directly or indirectly, unless I have received written permission from Georgia Tech, the Board of Regents and or/GTRC, whichever is applicable. However, Georgia Tech hereby grants me the right to publish reports and publications as required by the Research.

Although the parties do not contemplate participation by me in research using Georgia Tech facilities or resources, I agree that, if during the period of this agreement, I participate in activities using Georgia Tech facilities or resources or involving Georgia Tech faculty, staff or students that result in intellectual property including but not limited to patentable inventions, copyrightable material, know-how, and trade secrets, such intellectual property shall be governed by Georgia Tech Intellectual Property Policy whereby ownership of intellectual property reside with GTRC. I agree that such inventions shall be promptly disclosed to GTRC. I further agree that in the event I conceive of an invention or develop copyrightable material jointly with Georgia Tech faculty, staff or students, I will promptly disclose the invention or copyrightable material to GTRC.

In consideration of the opportunity to participate in the Research and the value of this experience that I otherwise would not receive, I hereby grant the absolute and sole ownership of all rights, interests and title to GTRC to any intellectual property rights that is or becomes subject to Georgia Tech's Intellectual Property Policy while I participate in the Research. I further expressly agree to enter into any additional agreements, documents, transfers, assignments, or other instruments necessary or appropriate to vest title and ownership of such intellectual property in GTRC including documents that may be necessary for securing intellectual property protection to such intellectual property. If I include or provide any pre-existing or background intellectual property to the Research, I knowingly and freely will have included the pre-existing or background intellectual property into the Research. Therefore, I hereby grant to GTRC the right to use such pre-existing or background intellectual property as determined by GTRC based upon this consideration only. These grant of rights are world-wide, perpetual, and assignable and provided at no additional cost.

To the extent that there may be or is any other relationship, document, contract, agreement, policy, obligation, or other restriction related to the IP ("Pre-existing Ownership"), I acknowledge and agree that I can provide any and all intellectual property rights to GTRC as stated in this Agreement and I do not have any conflict or pre-existing obligation to any other person or entity which prevents or otherwise impacts my ability to provide such rights to GTRC. To the extent that there may be or is any other relationship, document, contract, agreement, policy, obligation, or other restriction related to the IP ("Pre-existing Ownership"), I hereby expressly state that the rights stated herein control solely and exclusively and takes precedence over any Pre-existing Ownership.

I agree to comply with all applicable federal, state and local laws including but not limited to the use, possession, manufacture or distribution of alcohol and controlled substances, compliance with drug-free workplace, non-discrimination, sexual harassment and export regulations.

Further, I understand and agree, unless otherwise agreed to in writing, that I will not receive any monetary compensation from the Board of Regents, Georgia Tech or GTRC for any services or effort that I provide to Georgia Tech or staff as a part of the Research.

I understand and agree that I shall not be deemed to be employed by or an agent or a servant of Georgia Tech, the Board of Regents or Georgia Tech; that Georgia Tech, the Board of Regents and GTRC assume no responsibilities as to me as may be imposed upon an employer under any law, regulation or ordinance; that I am not entitled to any benefits available to employees; and, therefore, I agree not to in any way to hold myself out as an employee of Georgia Tech, the Board of Regents or GTRC.

I understand and agree to show proof of health insurance, and professional liability insurance in amounts satisfactory to Georgia Tech, and covering my activities at Georgia Tech, and to provide evidence of such insurance upon request of Georgia Tech. I further agree to provide evidence of coverage under my employer's worker's compensation insurance plan and occupational health plan (if applicable).

I understand and agree that I may be immediately withdrawn from the Research based upon my failure to comply with the instructions, rules and policies of Georgia Tech.

**I am exercising my own free choice to participate voluntarily in the Research, and promising to take due care during such participation, I hereby release and discharge, indemnify and hold harmless the Board of Regents of the University System of Georgia, Georgia Institute of Technology and Georgia Tech Research Corporation, and their members, officers, agents, employees, and any other persons or entities acting on their behalf, and the successors and assigns for any and all of the aforementioned persons and entities, against any and all claims, demands, and causes of action whatsoever, whether presently known or unknown, either in law or in equity, relating to injury, disability, death or other harm, to person or property or both, arising from my participation in the Research and/or presence at Georgia Tech.**

I acknowledge that I have been informed of the nature of the activities and that I am aware of the hazards and risks which may be associated with my participation in the Research activities, including the risks of bodily injury, death or damage to property which may occur from known or unknown causes. I understand, accept, and assume all such hazards and risks, and waive all claims against the Board, Georgia Tech, GTRC, and other persons as set forth above. I understand that I am solely responsible for any costs arising out of any illness, infection, bodily injury or property damage sustained through my participation in normal or unusual acts associated with the Research.

The obligations as stated in this Agreement shall survive any termination or expiration of my participation in the Research or any termination of this Agreement.

I have read, or have had read to me, the above statements, and understand them as they apply to me. I hereby certify that I am eighteen (18) years of age or older, or my parent or guardian has signed below; that I am legally competent to execute this Student Scholar Agreement; and that I, or my parent and/or guardian, have read carefully and understand the above Agreement; and that I have freely and voluntarily signed this Agreement.

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Student Signature

\_\_\_\_\_  
Witness Signature

Name: \_\_\_\_\_  
(Please print)

Name: \_\_\_\_\_  
(Please print)

\_\_\_\_\_  
Parent/Guardian Signature (if applicable)

\_\_\_\_\_  
Witness Signature

Name: \_\_\_\_\_  
(Please print)

Name: \_\_\_\_\_  
(Please print)

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**MEMORANDUM OF UNDERSTANDING CONCERNING  
AFFILIATION OF STUDENTS FOR TRAINING**

This is a Memorandum of Understanding ("MOU") by and between **The Board of Regents of the University System of Georgia by and on behalf of Georgia Institute of Technology ("Facility")**, and **The Board of Regents of the University System of Georgia by and on behalf of Georgia State University**, hereinafter referred to as "University."

**A. PURPOSE:**

(1) The purpose of this Memorandum of Understanding is to guide and direct the parties respecting their affiliation and working relationship, inclusive of anticipated future arrangements and agreements in furtherance thereof, to provide high quality applied learning experiences for university students while at the same time enhancing the resources available to the Facility for the provision of education.

(2) Neither party intends for this Memorandum to alter in any way their respective legal rights or their legal obligations to one another, to the students and faculty assigned to the Facility, or as to any third party.

(3) This MOU is for the learning experience of University's students ("GSU Students"). The GSU students will be learning to:

- a) Contribute to health promotion programs specific to the college community;
- b) Describe the role(s) of a Campus Dietitian as it relates to collaborations with campus partners in order to impact issues of concern including: food insecurity, meal plan guidance, eating disorders, and eating/grocery shopping on a budget; and
- c) Develop and deliver nutrition education in both individual and group settings specific to the college community.

**B. GENERAL UNDERSTANDING:**

(1) The courses of instruction to be provided (the "Applied Learning Experience" or "ALE") will be of such content, and cover such periods of time as may from time to time be mutually agreed upon by the University and the Facility. The starting and ending date for each ALE shall be agreed upon at least one month before the program commences.

(2) The number of students designated for participation in an ALE will be mutually determined by agreement of the parties, and may at any time be altered by mutual written agreement. All student participants must be mutually acceptable to both parties and either party may withdraw any student from a program based upon perceived lack of competency on the part of the student, the student's failure to comply with the rules and policies of the Facility or the University, or, for any other reason where either party reasonably believes that it is not in the best interest of University, Facility or the ALE for the student to continue.

(3) There shall be no discrimination on the basis of race, national origin, religion, color, sex, age or disability in either the selection of students for participation in the program, or as to any aspect of the ALE; provided however, that with respect to disability, the disability must not be such as would, even with reasonable accommodation, in and of itself, preclude the student's



effective participation in the ALE.

(4) Either party may use the name of the other party in any publication or publicity that reports or describes the ALE as it is set forth in this Agreement for the term of this Agreement. Any other publicity by a party using the other party's name, or the name of any employee or member of the professional staff to the other party, shall require prior written authorization of the other party or individual respectively.

C. FACILITY RESPONSIBILITIES:

(1) The Facility will retain responsibility for the care of its clients and will maintain administrative and professional supervision of students insofar as their presence and program assignments affect the operation of the Facility and its care, direct and indirect, of its clients. No provision of this MOU shall prevent any Facility client from requesting not to be a teaching client or prevent any member of the Facility's staff from designating any client as a non-teaching client.

(2) The Facility will provide adequate clinical facilities for participating students in accordance with the objectives developed through cooperative planning by the University's departmental faculty and the Facility's staff.

(3) The Facility will use its reasonable efforts to make conference space and classrooms available as may be necessary for teaching and planning activities in connection with an ALE.

(4) Facility staff shall, upon request, assist the University in the evaluation of the learning and performance of participating students, provided Facility has received written consent signed by participating GSU students to exchange of educational information in accordance with the Family Educational Rights and Privacy Act of 1974, as amended. However, the Facility hereby agrees to keep confidential any student records or information it may obtain, unless it has otherwise obtained prior written consent of the GSU students. Although the University shall obtain all required consents, the Facility shall have the right to rely on such consents and to obtain copies of such consents upon request. The Facility will assign a staff representative as liaison between the Facility and the University. Unless otherwise specified herein, any evaluation of students by the Facility shall relate only to general student participation in the ALE, and shall no way be construed as a certification by the Facility as to the competence of any student or a representation by the Facility of any student's ability or competence in connection with the practical implementation of any knowledge gained through the ALE.

(5) The Facility shall provide for the orientation of both University faculty and participating students as to the facilities, philosophies, rules, regulations and policies of the Facility.

(6) Subject to the Facility's overall supervisory responsibility for client care and Facility's applicable policies and procedures, it may permit appropriately licensed faculty members to provide such member services at the Facility as may be necessary for teaching purposes. The nature and scope of activities of University faculty members that may involve in any way patient care at the Facility shall be subject to the sole discretion of the Facility and to such conditions as the Facility may deem necessary in its sole discretion including, but not limited to, prior proof of professional liability coverage, appropriate licensure or certification, and compliance

with all Facility rules, regulations, and policies. If faculty participation at the Facility other than as a Supervisor for the purpose of this ALE is so authorized, it must not be a substitute for adequate staffing at the Facility.

(7) All medical or health care (emergency or otherwise) that a student or University faculty member receives at the Facility will be at the expense of the individual involved.

(8) Facility agrees to inform the University and its students of the specifics of Facility's requirements with regard to background check and drug screening procedures prior to commencement of their ALE.

(9) Facility and University acknowledge that protection of participants in the ALE from exposure to bloodborne pathogens is the joint concern of Facility, University and the participant. Facility will make available to participants for use within the Facility all personal protective equipment, including gloves, gowns, masks, and other supplies necessary to comply with Centers for Disease Control guidelines, as appropriate to the participant's ALE. If the ALE involves exposure to bloodborne pathogens, Facility shall provide participants with education regarding bloodborne pathogens appropriate to the participant's educational training at Facility, and, shall maintain documentation of such education. University shall, to the extent allowed by law or regulation, offer to participants at substantial risk of directly contacting body fluids, antibody and or antigen testing and vaccination in accordance with requirements of the Occupational Health and Safety Administration and Centers for Disease Control.

Facility will use its best efforts to appropriately test the source patient and to obtain that patient's consent to disclosure of test results to the University and participant.

#### D. UNIVERSITY RESPONSIBILITIES:

(1) The University will use its best efforts to see that students selected for participation in the ALE are prepared for effective participation in the training phase of their overall education. The University will retain ultimate responsibility for the education of its students.

(2) Prior to the commencement of an ALE, the University will, upon request and with proper authorization, provide responsible Facility officials with such student records as will adequately disclose the prior education and related experiences of prospective student participants.

(3) The University will use reasonable efforts to see that the ALEs at the Facility are conducted in such a manner as to enhance Facility client care. Only those students who have satisfactorily completed the prerequisite requirements of their curriculum will be selected for participation in an ALE.

(4) The University will not assign any faculty member to the Facility in connection with the operation of the ALE who is not appropriately licensed or certified, and will keep evidence of the licensure or certification of all assigned faculty on file with the Facility at all times.

(5) The University will inform all its participating students of the Facility's requirement that they must procure and maintain throughout the ALE professional liability insurance in amounts, form, and by a carrier satisfactory to the Facility and the University, and covering their activities at the Facility, and to provide evidence of such insurance to the Facility prior to participation in any ALE. University faculty members will be provided professional

liability coverage pursuant to the terms and conditions of the Georgia Tort Claims Act (O.C.G.A. § 50-21-20 et seq.). The University will provide Worker's Compensation Insurance coverage for its participating faculty members. However, the University will not provide Worker's Compensation Insurance or other insurance coverage for its students. This paragraph will survive the termination of this MOU.

(6) The University will require student compliance with the Facility's rules, regulations and procedures, and use its best efforts to keep students informed as to the same and any changes therein. Specifically, the University will keep each participating student apprised of his or her responsibility:

(a) To follow the administrative policies, standards and practices of the Facility when the student is in the Facility.

(b) To provide the necessary and appropriate uniforms and supplies required where not provided by the Facility.

(c) To report to the Facility on time and to follow all established regulations during the regularly scheduled operating hours of the Facility.

(d) To conform to established standards and practices while training at the Facility.

(e) To keep in confidence all medical and health information pertaining to Facility clients. The University will instruct participating students that they must comply with the policies and procedures of the Facility regarding client confidentiality, including those governing the use and disclosure of individually identifiable health information under federal law, specifically 45 CFR parts 160 and 164.

(7) University will ensure that GSU Students sign a Student Scholar Agreement, which is attached to this MOU as Exhibit A and incorporated herein.

(8) If required by the Facility, University will advise each participating student that he or she must furnish proof of a current physical examination, the results of which shall be made available to the Facility upon request. The parties may agree to have such examinations performed by the Facility. Any medical or health care (emergency or otherwise) that may be received by a University student or faculty member at the Facility in the course of the ALE shall be at the sole expense of the individual recipient of such care; provided that nothing herein shall require the Facility to provide such care. Any student or faculty participant who does not meet the health criteria established by the Facility will not be assigned to the Facility or allowed to continue to participate in the ALE at the Facility. If the student and/or faculty member has an exposure to blood or body substances, if there is an injury to the student and/or faculty member or if there is an infectious disease outbreak, the University agrees, to the extent allowed by the law, to send the student's and/or faculty member's health record within two (2) business days of the receipt of a written request by the Facility for such health records. The parties may agree to have such examinations performed by the Facility for a mutually agreed upon fee.

(9) The University shall have the full responsibility for the conduct of any student or faculty disciplinary proceedings and shall conduct the same in accordance with all applicable statutes, rules, regulations, and case law.

E. MUTUAL RESPONSIBILITIES:

(1) The parties shall provide for the evaluation of students participating in the ALE. While it is understood that the Facility will be responsible for participation in the clinical evaluation of students, final responsibility and authority for a student's written evaluation and grading shall remain the exclusive responsibility of the University.

(2) The parties will work together to maintain an environment of quality learning experiences and quality client care. At the instance of either party a meeting or conference will be promptly held between University and Facility representatives to resolve any problems or develop any improvements in the operation of the contemplated ALEs.

(3) This relationship is intended solely for the mutual benefit of the parties hereto, and there is no intention, express or otherwise, to create any rights or interest for any party or person other than the Facility and the University; without limiting the generality of the foregoing, no rights are intended to be created for any client of Facility; parent or guardian of any student; spouse, next of kin, employer or prospective employer of any student.

(4) No student or University faculty, while participating in the ALE, shall be deemed an employee of the Facility. No student or faculty will be covered under the Facility's Workers' Compensation, or health, or professional liability insurance policies. The University and the Facility are independent contractors under the Agreement. Neither party is an agent, employee or servant of the other. University and the Facility acknowledge and agree that student participants in the program are not employees of the Board of Regents of the University System of Georgia, University or the Facility by reason of such participation, and that they assume no responsibilities as to the student participants that may be imposed upon an employer under any law, regulation or ordinance. Student participants shall in no way hold themselves out as employees of the Board of Regents of the University System of Georgia, the University or the Facility.

(5) Unless sooner canceled as provided below, the term of this MOU shall be three years and shall commence on **August 1, 2019 and end on July 31, 2022**. This working relationship and affiliation may be renewed by mutual written consent of the parties. This MOU may be amended at any time by mutual written agreement of the parties. It may also be canceled at any time by either party upon not less than ninety (90) days written notice in advance of the next ALE.

(6) This MOU shall be governed by, construed and applied in accordance with the laws of the state of Georgia.

(7) This MOU shall supersede any and all previously executed Memorandums of Understanding between the parties for the Applied Learning Experience.

(8) This MOU may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original without the production of any other counterpart. Any signature delivered via facsimile or other electronic means shall be deemed an original signature hereto.

(9) If any provision of this MOU shall be found invalid or unenforceable, then such provision shall not invalidate or in any way affect the enforceability of the remainder of this MOU.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures on the date written below.

**BOARD OF REGENTS OF THE  
UNIVERSITY SYSTEM OF GEORGIA  
BY AND ON BEHALF OF  
GEORGIA STATE UNIVERSITY**

By: W.F. Hensel

Wendy F. Hensel  
Interim Provost & Senior Vice President for  
Academic Affairs

Date: 27 August 2019

**The Board of Regents of the  
University System of Georgia  
by and on behalf of  
Georgia Institute of Technology**

By: Kasey Helton  
(signature)

Print name: Kasey Helton  
~~Associate Vice President~~

Title: Campus Services

Date: 9/24/19

REVIEWED BY GT LEGAL AFFAIRS: zjc Sept 17, 2019

## Exhibit A

### Student Scholar Agreement

This Agreement is made as of the date of the last signature below ("Effective Date") by and between \_\_\_\_\_ <Insert Name of Student HERE> \_\_\_\_\_. **The Board of Regents of the University System of Georgia by and on behalf of the Georgia Institute of Technology ("Georgia Tech") and Georgia Tech Research Corporation ("GTRC").** I will participate in \_\_\_\_\_ <Insert name of the educational experience /training HERE> \_\_\_\_\_ at Georgia Institute of Technology for the period of \_\_\_\_\_ <Insert ALE period of time HERE> \_\_\_\_\_.

In consideration for the opportunity to participate in \_\_\_\_\_ <Insert name of the educational experience /training HERE> \_\_\_\_\_ ("Program") at Georgia Tech, I hereby agree to the following:

To follow the administrative policies, standards and practices of and any instructions given by Georgia Tech when present on the Georgia Tech campus or using Georgia Tech facilities or resources.

To strictly hold in confidence and not disclose, transfer, use, copy, or allow access to any Proprietary Information provided to me by Georgia Tech during the term of this agreement regardless of marking or lack thereof unless specifically authorized in writing to do so by the Vice Provost for Research or his/her duly authorized representative.

To not publish any material related to the Research that identifies or uses the name of the Georgia Institute of Technology, the Board of Regents of the University System of Georgia ("Board of Regents"), or its members, clients, students, faculty or staff, or the Georgia Tech Research Corporation, directly or indirectly, unless I have received written permission from Georgia Tech, the Board of Regents and or/GTRC, whichever is applicable. However, Georgia Tech hereby grants me the right to publish reports and publications as required by the Research.

Although the parties do not contemplate participation by me in research using Georgia Tech facilities or resources, I agree that, if during the period of this agreement, I participate in activities using Georgia Tech facilities or resources or involving Georgia Tech faculty, staff or students that result in intellectual property including but not limited to patentable inventions, copyrightable material, know-how, and trade secrets, such intellectual property shall be governed by Georgia Tech Intellectual Property Policy whereby ownership of intellectual property reside with GTRC. I agree that such inventions shall be promptly disclosed to GTRC. I further agree that in the event I conceive of an invention or develop copyrightable material jointly with Georgia Tech faculty, staff or students, I will promptly disclose the invention or copyrightable material to GTRC.

In consideration of the opportunity to participate in the Research and the value of this experience that I otherwise would not receive, I hereby grant the absolute and sole ownership of all rights, interests and title to GTRC to any intellectual property rights that is or becomes subject to Georgia Tech's Intellectual Property Policy while I participate in the Research. I further expressly agree to enter into any additional agreements, documents, transfers, assignments, or other instruments necessary or appropriate to vest title and ownership of such intellectual property in GTRC including documents that may be necessary for securing intellectual property protection to such intellectual property. If I include or provide any pre-existing or background intellectual property to the Research, I knowingly and freely will have included the pre-existing or background intellectual property into the Research. Therefore, I hereby grant to GTRC the right to use such pre-existing or background intellectual property as determined by GTRC based upon this consideration only. These grant of rights are world-wide, perpetual, and assignable and provided at no additional cost.

To the extent that there may be or is any other relationship, document, contract, agreement, policy,

obligation, or other restriction related to the IP ("Pre-existing Ownership"), I acknowledge and agree that I can provide any and all intellectual property rights to GTRC as stated in this Agreement and I do not have any conflict or pre-existing obligation to any other person or entity which prevents or otherwise impacts my ability to provide such rights to GTRC. To the extent that there may be or is any other relationship, document, contract, agreement, policy, obligation, or other restriction related to the IP ("Pre-existing Ownership"), I hereby expressly state that the rights stated herein control solely and exclusively and takes precedence over any Pre-existing Ownership.

I agree to comply with all applicable federal, state and local laws including but not limited to the use, possession, manufacture or distribution of alcohol and controlled substances, compliance with drug-free workplace, non-discrimination, sexual harassment and export regulations.

Further, I understand and agree, unless otherwise agreed to in writing, that I will not receive any monetary compensation from the Board of Regents, Georgia Tech or GTRC for any services or effort that I provide to Georgia Tech or staff as a part of the Research.

I understand and agree that I shall not be deemed to be employed by or an agent or a servant of Georgia Tech, the Board of Regents or Georgia Tech; that Georgia Tech, the Board of Regents and GTRC assume no responsibilities as to me as may be imposed upon an employer under any law, regulation or ordinance; that I am not entitled to any benefits available to employees; and, therefore, I agree not to in any way to hold myself out as an employee of Georgia Tech, the Board of Regents or GTRC.

I understand and agree to show proof of health insurance, and professional liability insurance in amounts satisfactory to Georgia Tech, and covering my activities at Georgia Tech, and to provide evidence of such insurance upon request of Georgia Tech. I further agree to provide evidence of coverage under my employer's worker's compensation insurance plan and occupational health plan (if applicable).

I understand and agree that I may be immediately withdrawn from the Research based upon my failure to comply with the instructions, rules and policies of Georgia Tech.

**I am exercising my own free choice to participate voluntarily in the Research, and promising to take due care during such participation, I hereby release and discharge, indemnify and hold harmless the Board of Regents of the University System of Georgia, Georgia Institute of Technology and Georgia Tech Research Corporation, and their members, officers, agents, employees, and any other persons or entities acting on their behalf, and the successors and assigns for any and all of the aforementioned persons and entities, against any and all claims, demands, and causes of action whatsoever, whether presently known or unknown, either in law or in equity, relating to injury, disability, death or other harm, to person or property or both, arising from my participation in the Research and/or presence at Georgia Tech.**

I acknowledge that I have been informed of the nature of the activities and that I am aware of the hazards and risks which may be associated with my participation in the Research activities, including the risks of bodily injury, death or damage to property which may occur from known or unknown causes. I understand, accept, and assume all such hazards and risks, and waive all claims against the Board, Georgia Tech, GTRC, and other persons as set forth above. I understand that I am solely responsible for any costs arising out of any illness, infection, bodily injury or property damage sustained through my participation in normal or unusual acts associated with the Research.

The obligations as stated in this Agreement shall survive any termination or expiration of my participation in the Research or any termination of this Agreement.

I have read, or have had read to me, the above statements, and understand them as they apply to me. I hereby certify that I am eighteen (18) years of age or older, or my parent or guardian has signed below; that

I am legally competent to execute this Student Scholar Agreement; and that I, or my parent and/or guardian, have read carefully and understand the above Agreement; and that I have freely and voluntarily signed this Agreement.

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Student Signature

Name: \_\_\_\_\_  
(Please print)

\_\_\_\_\_  
Witness Signature

Name: \_\_\_\_\_  
(Please print)

\_\_\_\_\_  
Parent/Guardian Signature (if applicable)

Name: \_\_\_\_\_  
(Please print)

\_\_\_\_\_  
Witness Signature

Name: \_\_\_\_\_  
(Please print)