

CHALLENGE PARTNERSHIP AGREEMENT
BETWEEN
THE DEPARTMENT OF THE ARMY,
U.S. ARMY CORPS OF ENGINEERS,
MOBILE DISTRICT - CARTERS LAKE
AND
KENNESAW STATE UNIVERSITY RESEARCH
AND SERVICE FOUNDATION, INC.

THIS AGREEMENT, entered into this day of ~~July~~, 2021, by and between the Department of the Army (hereinafter the "Government"), represented by the Chief of Operations, U.S. Army Engineer District Mobile, and Kennesaw State University Research and Service Foundation, Inc., (hereinafter the "Partner"), represented by Vice President for Research.

WITNESSETH, THAT:

WHEREAS, the Government manages lands and waters at Carters Lake which includes recreational opportunities for the public, and

WHEREAS, the design and creation of custom digital applications would provide new and immersive education to the recreating public, and

WHEREAS the Partner is interested in providing student learning/intern opportunities as part of development of these digital applications, and

WHEREAS, it is mutually beneficial to the Government and the Partner to work cooperatively to obtain the necessary talent to create these digital assets, and

WHEREAS, the Partner, in order to assist the Government in this project has voluntarily agreed to provide a means for obtaining student talent and allowing use of necessary development equipment, and

WHEREAS, Section 225 of the Water Resources Development Act of 1992, PL 102-580, (Oct 31, 1992), authorizes the Secretary of the Army to accept contributions from the Partner and apply those contributions to the Project, and

WHEREAS, the Government and the Partner have the full authority and capability to perform as hereinafter set forth and intend to cooperate in accordance with the terms of this agreement;

NOW THEREFORE, the Government and the Partner agree as follows:

ARTICLE I - DEFINITIONS AND GENERAL PROVISIONS

For purposes of this agreement:

a. The term "Project" shall mean development of virtual reality experiences and 3D animations for use by Carters Lake and other USACE projects.

b. The term "applications" shall mean any custom digital content, to include virtual reality experiences or 3D animations, to be developed by the student(s). The parties will agree, in writing, as to the scope and nature of each project undertaken by the University.

c. The term "developer(s)" shall mean the student(s) or other members of the Partner or Kennesaw State University that are credited with development of the digital content.

d. The term "digital hardware" shall mean any hardware for which the digital content is being developed. It may include Virtual Reality headsets, holographic displays, Augmented Reality displays, etc.

e. The term "university" shall mean any part of Kennesaw State University as a whole or its colleges.

f. The term "total project costs" shall mean all costs incurred by the Government and the Partner directly related to completion of the project.

g. This agreement in no way restricts the Government from participating in similar activities or arrangements with, or accepting contributions from, other public and private agencies, organizations, and individuals.

h. Because these applications are not permanent or commercial in nature, applications completed under this agreement shall remain the intellectual property of the developer(s) and/or university. The developer(s) and the university will provide unrestricted free license for use of the applications at Carters Lake and other U.S. Army Corps of Engineers projects for non-monetary educational purposes; provided, that the Government understands and agrees that it accepts the Digital Applications, without warranty and "As-Is" and that the Partner has no responsibility to provide any updates, bug fixes or maintenance for the applications but, time permitting, may provide assistance with application issues if/when they arise. While the applications are installed on Government equipment, however, the individual application so installed shall be considered the property of the Government until removed. Use of the applications developed as part of this agreement at other U.S. Army Corps of Engineers projects will require a letter or email from the Dean (or the Dean's designee) of the Kennesaw State University College of Computing and Software Engineering consenting to such use.

i. The developer(s) may not sell or otherwise market applications completed under this agreement for commercial gain. At the sole discretion of the developer(s), they may offer them as non-monetary (free) applications for download from virtual reality hub sites (i.e. Oculus Store) or digital asset libraries (i.e. Unity Store) at no cost to end user(s). The developer(s), in doing so, will not restrict the free license for use by Carters Lake or other U.S. Army Corps of Engineers project locations.

j. The applications must be marked in their credits as being developed in partnership with the U.S. Army Corps of Engineers – Mobile District, Carters Lake Project.

k. The U.S. Army Corps of Engineers, its projects, nor any of its personnel may reverse engineer or otherwise alter any portion of these applications without the express written permission of the credited developer(s). This does not include any modifications by university students or personnel under this agreement to adapt applications for new equipment or fix bugs within the application.

l. USACE does not permit the use, reproduction, copying, or redistribution of its brands, trademarks, and logos without written permission from the Department of the Army. The Non-Federal Entity will obtain prior approval of all press releases, published advertisements, or other statements intended for the public, that refer to this agreement or to the agencies or to the name or title of any employee of the agencies, in connection with this agreement or the activities conducted under this agreement.

ARTICLE II - OBLIGATIONS OF THE PARTIES

a. The Government, subject to and using funds appropriated by the Congress of the United States (hereinafter the "Congress"), will purchase the digital hardware (i.e. VR headsets or holographic displays) necessary to develop and run the created digital content. The hardware will be for use at the Carters Lake Project but may be made available for use by the university students for the purposes of developing the custom digital content. Ownership of all hardware will remain with the government and at no point will it be transferred to the partner.

b. The Government shall provide project personnel time for meetings and review of application development and a single, Corps owned, mobile virtual reality headset available at the Carters Lake Project. Additional Corps-owned equipment may be made available as permitted for development of additional applications. The Partner will be notified of the type of equipment available for use.

c. The Partner shall provide personnel hours (i.e. professor advisement, student work time, etc...), student credit (class or internship), and access to the necessary development equipment (i.e. software and hardware).

d. Time permitting, the partner shall be willing to allow student developers to verify compatibility of and/or reformat applications if it is necessary for the Government to replace equipment with equipment of a new type.

e. No Federal funds may be used to meet the Partner's total project costs under this agreement.

ARTICLE III - DISPUTE RESOLUTION

As a condition precedent to a party bringing any suit for breach of this Agreement, that party must first notify the other party in writing of the nature of the purported breach and seek in good faith to resolve the dispute through negotiation. If the parties cannot resolve the dispute through negotiation, they may agree to a mutually acceptable method of non-binding alternative

dispute resolution with a qualified third party acceptable to both parties. The parties shall each pay 50 percent of any costs for the services provided by such a third party as such costs are incurred. The existence of a dispute shall not excuse the parties from performance pursuant to this Agreement.

ARTICLE IV - FEDERAL AND STATE LAWS

In exercise of their respective rights and obligations under this Agreement, the Government and the Partner agree to comply with all applicable Federal and State laws and regulations, including, but not limited to, Section 601 of Title VI of the Civil Rights Act of 1964, PL 88-352, and the Department of Defense Directive 5500.11 issued pursuant thereto and published in Part 300 of Title 32, Code of Federal Regulations, as well as Army Regulations 600.7, entitled "Non-discrimination on the Basis of Handicap in Programs and Activities Assisted or Conducted by the Department of the Army."

ARTICLE V - RELATIONSHIP OF PARTIES

a. In the exercise of their respective rights and obligations under this Agreement, the Government and the Partner each act in an independent capacity, and neither is to be considered the officer, agent, or employee of the other.

b. In the exercise of its rights and obligations under this Agreement, neither party shall provide, without the consent of the other party, any contractor with a release that waives or purports to waive any rights such other party may have to seek relief or redress against such contractor either pursuant to any cause of action that such other party may have or for violation of any law.

ARTICLE VI - OFFICIALS NOT TO BENEFIT

No member of or delegate to the Congress, or resident commissioner, shall be admitted to any share or part of this Agreement, or to any benefit that may arise therefrom.

ARTICLE VII – INDEMNITY

The Partner shall hold and save the Government free from all damages arising from services it performs or provides for the construction, operation, maintenance, repair, replacement, and rehabilitation of the Project, except for damages due to the fault or negligence of the Government or its contractors.

ARTICLE VII - TERMINATION OR SUSPENSION

a. If at any time the Partner fails to fulfill its obligations under this Agreement, the District Commander shall terminate this Agreement or suspend future performance under this Agreement unless he/she determines that continuation of work on the Project is in the interest of the United States or is necessary in order to satisfy agreements with any other non-Federal interests in connection with the Project.

b. If the Government fails to receive annual appropriations in amounts sufficient to meet Project expenditures for the then-current or upcoming fiscal year, the Government shall so notify the Partner, and 60 calendar days thereafter either party may elect without penalty to terminate this Agreement or to suspend future performance under this Agreement. In the event that either party elects to suspend future performance under this Agreement pursuant to this paragraph, such suspension shall remain in effect until such time as the Government receives sufficient appropriations or until either the Government or the Partner elects to terminate this Agreement.

c. In the event that either party elects to terminate this Agreement pursuant to this Article, both parties shall conclude their activities relating to the Project and proceed to a final accounting in accordance with Article II of this Agreement.

ARTICLE VIII - NOTICES

a. Any notice, request, demand, or other communication required or permitted to be given under this Agreement shall be deemed to have been duly given if in writing and delivered personally or by telegram, or mailed either by first-class, registered, or certified mail, as follows:

If to the Partner: Dr. Phaedra Corso, Vice President for Research
 Kennesaw State University Research and Service Foundation, Inc.
 585 Cobb Ave, MD 0111
 Kennesaw, GA 30144

CC: College of Computing and Software Engineering, ATTN: Dawn Tatum

If to the Government: Miriam Fleming
 U.S. Army Corps of Engineers - Carters Lake Project
 975 Powerhouse Road
 Chatsworth, GA 30705

b. A party may change the address to which such communications are to be directed by giving written notice to the other party in the manner provided in this Article.

c. Any notice, request, demand, or other communication made pursuant to this Article shall be deemed to have been received by the addressee at the earlier of such time as it is actually received or seven calendar days after it is mailed.

ARTICLE XI - CONFIDENTIALITY

To the extent permitted by the laws governing each party, the parties agree to maintain the confidentiality of exchanged information when requested to do so by the providing party. IN WITNESS WHEREOF, the parties hereto have executed this Agreement, which shall become effective upon the date it is signed by the District Commander, Mobile District.

The Department of the Army

BY: Nelson R. Sanchez 12D2000428C3488...

TITLE: Chief, Operations Division

DATE:

Kennesaw State University Research and Service
Foundation

BY: Dr. Phaedra Corso 423CE6EDB87D4E0...

TITLE: Vice President for Research

DATE: June 30, 2021

Challenge Partnership Financial Work Sheet

Corps Project Name: Carters Lake

Work Project Title: Educational Computer Game and 3D Content Development

POC Name: Park Ranger George McBroom

Address: 975 Powerhouse Road City: Chatsworth State: GA Zip Code: 30705

Telephone: 706 - 334 - 2248

Location on Project: Ranger Office – Visitor Center

Partner Organization 1: Kennesaw State University Research and Service Foundation, Inc.

POC Name: Dawn Tatum

Address: 680 Arnston Drive City: Marietta State: GA Zip Code: 30060

Telephone: 470-578-3797

Proposed start date of work: August 20, 2019

Simple description of work to be accomplished through the partnership: development of virtual reality experiences and 3D animations for use by Carters Lake and other USACE projects.

Challenge Partnership Financial Work Sheet

Corps Project Name: Carters Lake Project
 Work Project Title: Educational Computer Game and 3D Content Development
 POC Name: Park Ranger George McBroom
 Address: 1850 Carters Dam Road City: Chatsworth State: GA Zip Code: 30705
 Telephone: 706 - 334 - 2040
 Location on Project: Nature Center and other areas

Partner Organization 1: Kennesaw State University – College of Computing and Software Engineering
 POC Name: Dawn Tatum
 Address: 680 Arnston Drive City: Marietta State: GA Zip Code: 30060
 Telephone: 470 - 578 - 3797

Partner Organization 2: Kennesaw State University Research and Service Foundation, Inc.
 POC Name: Dawn Tatum
 Address: 680 Arnston Drive City: Marietta State: GA Zip Code: 30060
 Telephone: 470 - 578 - 3797

Partner Organization 3:
 POC Name:
 Address: City: State: Zip Code:
 Telephone: - - x

Proposed start date of work: August 20, 2019
 Simple description of work to be accomplished through the partnership: Development of virtual reality experiences and 3D animations for use by Carters Lake and other USACE projects.
Double click on spreadsheet to access data entry fields:

	Local Corps Office	Handshake Funds	Partner 1	Partner 2	Partner 3	Total
Salaries	\$15,552	N/A	\$57,762	\$0	\$0	\$73,314
Travel	\$0	N/A	\$0	\$0	\$0	\$0
Materials and Supplies	\$414	\$25,000	\$0	\$0	\$0	\$25,414
Equipment Use	\$0	\$0	\$40,000	\$0	\$0	\$40,000
Funds Contributed	N/A	N/A	\$0	\$0	\$0	\$0
Personal Property	N/A	N/A	\$0	\$0	\$0	\$0
Volunteer	N/A	N/A	\$0	\$856	\$0	\$856
In-Kind Services	N/A	N/A	\$0	\$0	\$0	\$0
Other (explain below)	\$0	\$0	\$0	\$0	\$0	\$0
Total	\$15,966	\$25,000	\$97,762	\$856	\$0	\$139,584
Share of Total Cost	11.4%	17.9%	70.0%	0.6%	0.0%	100%

Explanations: This partnership is intended to be a multi-year relationship with several applications developed over that time. The cost estimates reflect the project and partner costs of salary, equipment use, and volunteer value over the period of several rounds of application development. The handshake funds for this partnership, if received, will be utilized to purchase the necessary equipment for the applications in development and to be developed. Further, they will be used to modernize the project interpretive efforts in conjunction with this technology development.