

**THE UNIVERSITY OF KANSAS  
CENTER FOR RESEARCH, INC.  
FIXED PRICE AGREEMENT FOR RESEARCH**

1. **Introduction**

This agreement, effective 11/1/2013, by and between the City of Lawrence, P.O. Box 708, Lawrence, KS 66044 (hereinafter referred to as "City") and the University of Kansas Center for Research, Inc., 2385 Irving Hill Road, Lawrence, Kansas 66045-7568 (hereinafter referred to as "KUCR"), a not-for-profit corporation affiliated with the University of Kansas (hereinafter referred to as "KU"), is made under the following terms.

2. **Scope of Work**

KUCR will perform research under the direction of Donald Huggins as described in KUCR's proposed project, entitled, "Impact assessment of the proposed Lawrence waste water treatment plant on the Wakarusa River: a long-term monitoring/assessment strategy" (Attachment A).

3. **Duration**

The investigation covered by this agreement shall extend for a period of twenty four (24) months, beginning on 11/1/2013, and continuing through 10/31/2015.

4. **Costs and Payments**

- a. The City agrees to pay KUCR a fixed-price amount of \$97,618 to cover the cost of all direct labor, supervision, supplies, materials, other operating and incidental expenses, and indirect costs necessary for the execution of the work.
- b. Budget transfers between categories are at the discretion of the Project Director.
- c. Payments will be made to KUCR promptly in accordance with the following schedule and after receipt of an invoice submitted to the City by KUCR:

Payment 1 - Payment of \$24,405 upon execution of this agreement.

Payment 2 - Payment of \$18,304 upon receipt of fall 2013 data and progress report

Payment 3 - Payment of \$18,303 upon receipt of spring 2014 data and progress report

Payment 4 - Payment of \$18,303 upon receipt of summer 2014 data and progress report

Payment 5 - Payment of \$18,303 upon completion of research described in Attachment A and receipt by KUCR of the final technical report.

Payment(s) should be sent to:

University of Kansas Center for Research, Inc.  
Financial Services  
2385 Irving Hill Road

Lawrence, KS 66045-7563  
[kucrcr@ku.edu](mailto:kucrcr@ku.edu)

(d) Title to equipment purchased or built to perform the investigation shall be vested in KUCR upon completion of the work.

5. **Warranty**

KUCR agrees that the information provided to 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.

6. **Nature of Relationship**

KUCR is an independent contractor and shall not act as an agent for the City, nor shall it be deemed to be an employee of the City for any purpose whatsoever. Neither KUCR nor the City shall enter into any agreement nor incur any obligations on behalf of the other party nor commit the other party in any manner without the prior written consent of the other party.

7. **Publications**

Results of the project conducted under the agreement may be published jointly by the KUCR and the City or by either of these parties separately, always giving due credit to the other.

8. **Publicity**

The City will not use directly or by implication the name of The University of Kansas, University of Kansas Center for Research, Inc. or the name of any employee of the University 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.

9. **Extension**

Contingent upon continued funding of the prime agreement, the parties may agree to continue the research project beyond the termination date for additional periods under terms provided for in writing and approved by both parties.

10. **Termination**

Either party may terminate this agreement provided written notification is received by the other party 30 days prior to the proposed termination date. In the event of early termination, KUCR shall be reimbursed for all non-cancelable obligations incurred prior to the effective date of termination.

11. **Assignment**

KUCR shall not assign or transfer this contract or any interest therein to any party.

12. **Copyright**

Copyright to Copyrightable materials, including computer software, first created solely by KUCR or KU personnel in the performance of the work funded under this agreement shall vest in KUCR or KU in accordance with KUCR and KU policies.

13. **Patents**

If patentable discoveries result from research sponsored by this agreement, patent rights will be vested proportionately as determined by subsequent negotiations and mutual agreement and in accordance with the policies of the funding agency.

14. **Severability**

Wherever possible, each provision of this Agreement shall be interpreted in a manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of this Agreement.

15. **Entirety of Agreement**

This document, together with attachments, constitutes the entire agreement between KUCR and the City with respect to this research project. Any modification of this agreement shall be in writing and shall be signed by both parties.

16. The Agreement must comply with the applicable provisions of the Kansas Cash Basis Law, K.S.A. 10-1101 *et seq.* The City is obligated only to make payments under this Agreement as may be lawfully made from funds budgeted and appropriated for the purposes as set forth in this Agreement during the City's current budget year. In the event the City does not so budget and appropriate the funds, the parties acknowledge and agree that they shall be relieved from all obligations, without penalty, under this Agreement. To the extent that the City does so budget and appropriate funds for the purposes set forth in this Agreement, the obligations of the parties shall remain as provided herein.

17. KUCR agrees to comply with the Kansas Act Against Discrimination, including K.S.A. 44-1030.

[signatures appear on next page]

In witness whereof, City of Lawrence and the University of Kansas Center for Research, Inc., have executed this agreement as of the date first above written.

CITY OF LAWRENCE

UNIVERSITY OF KANSAS CENTER  
FOR RESEARCH, INC.

\_\_\_\_\_  
David L. Corliss  
City Manager

\_\_\_\_\_  
Kristi Billinger  
Director, Research Administration

Date: \_\_\_\_\_

Date: \_\_\_\_\_