

MEMORANDUM OF UNDERSTANDING

between

University of Louisville Research Foundation, Inc.

and

Jefferson County Board of Education

This **MEMORANDUM OF UNDERSTANDING** (the "Memorandum") by and between the University of Louisville (UofL) managed by the University of Louisville Research Foundation, Inc., (ULRF) and the Jefferson County Board of Education, doing business as the Jefferson County Public Schools ("JCPS"), located at 3332 Newburg Road, Louisville, KY 40232, shall set forth the expressed intentions of the parties related to the project described herein (the "Project").

1.0 PURPOSE

1.01 The Project is described as follows: UofL will place a Davis Instruments Weather Station, consisting of an outdoor sensor with mounting hardware and an indoor monitor/receiver that displays current conditions and stores data ("Weather Station") at specified JCPS schools for the purpose of monitoring meteorological conditions in the greater Louisville area. UofL will provide the Weather Stations at no cost to JCPS as a donation from UofL to JCPS. The outdoor sensors will be placed at a location on each school's grounds to be determined by the school's principal. The monitors/receivers will be housed at a location within a building at each school to be determined by the school's principal.

1.02 The Weather Stations will be provided by UofL from funds obtained by Dr. David Howarth. There are currently 15 stations available for placement at the schools identified on Attachment A. Each weather station was purchased for \$425.99 for a total value of \$6,389.85.

2.0 COOPERATION

2.01 The activities and services for the Project are anticipated to include the following responsibilities or obligations to be performed by the respective parties as identified below:

2.01.1 JCPS will provide an eight foot, 4"x4" treated lumber post embedded in the ground at each JCPS school upon which the outdoor component of each Weather Station will be attached by UofL. JCPS will have no other responsibilities for the placement and installation of the Weather Stations.

2.01.2 UofL will provide all Weather Stations to be located at the identified schools, and will place and install the components of each Weather Station at the outdoor and indoor locations determined by each school's principal. Maintenance and cleaning of the Weather Stations will be the responsibility of UofL.

2.01.3 At regular intervals every two to four months, as determined by UofL, the data collected by each Weather Station will be downloaded to a laptop computer. This will be done by UofL faculty or staff; provided, with the permission of each school's principal, this may be done by students or teachers of the school.

2.01.4 UofL faculty or staff will be provided access to each school site for the purposes described in paragraphs 2.01.2 and 2.01.3 at times specified by each school's principal. UofL faculty and staff will comply with JCPS policies and procedures for volunteers and visitors entering JCPS facilities

3.0 DURATION OF THE MEMORANDUM OF UNDERSTANDING

3.01 This Memorandum will be in effect from October 1, 2015 until June 30, 2018.

4.0 DAMAGES OR LOSS OF EQUIPMENT; LIABILITY

4.01 Any loss of equipment or damages to the Weather Stations will be the sole responsibility of UofL.

4.02 UofL will have sole responsibility for the supervision of its faculty, staff, contractors or volunteers who have access to school facilities in connection with this Memorandum, and shall to the extent permitted by law, be liable to JCPS for any negligent or wrongful acts of such individuals.

5.0 TERMINATION

5.01 This Memorandum may be terminated immediately by either UofL or JCPS upon thirty (30) day's written notice to the other party for its failure to cure a material breach of this Memorandum. This Memorandum may be terminated immediately by JCPS should the funding provided to UofL be withdrawn, rescinded or otherwise cancelled beyond the control of UofL.

5.02 UofL represents to JCPS that as of date of signing this Memorandum, UofL has no reason to believe that the funding will be withdrawn, rescinded or otherwise cancelled.

6.0 MISCELLANEOUS

6.01 This Memorandum shall be governed by the laws of the State of Kentucky.

6.02 This Memorandum contains the entire agreement between JCPS and UofL concerning the Weather Stations and it supersedes any and all prior agreements, either written or oral, regarding the same subject matter. This Memorandum may be modified or amended only by a written agreement signed by both parties.

6.03 Except as expressly set forth in a provision of this Memorandum, each party shall bear its own costs, if any, for execution of its obligations under this Memorandum.

6.04 Each party shall maintain appropriate insurance, which may be provided through the party's self-insurance program, for its obligations under this Memorandum.

6.05 The parties agree that they are independent of each other; neither party shall be deemed an employee, agent, partner or joint venturer of the other.

6.06 If any part of this Memorandum is held to be void, against public policy or illegal, the balance of this Memorandum shall continue to be valid and binding.

6.07 Section titles or captions in this Memorandum are inserted as a matter of convenience and reference, and in no way define, limit, extend, or describe the scope of this Memorandum.

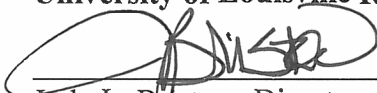
6.08 No delay or omission by either party in exercising any right under this Memorandum shall operate as a waiver of that or any other right or prevent a similar subsequent act from constituting a violation of this Memorandum.

6.09 Each party represents to the other party that it has obtained the appropriate authority to enter into this Memorandum.

6.10 Any reports and/or notices will be deemed accomplished if sent via U.S. Mail, return receipt requested, postage prepaid, or courier service, to the other party at the address set forth in the first paragraph above.

IN WITNESS WHEREOF, the Parties have executed this Memorandum on the dates set forth below, to be effective as of October 1, 2015.

University of Louisville Research Foundation, Inc.



Judy L. Bristow, Director
Sponsored Programs Administration

9/14/2015
Date

Jefferson County Board of Education, doing business as the Jefferson County Public Schools ("JCPS"):

Dr. Donna M. Hargens, Superintendent

Date