

County has engaged VSU. RESULTS, REPORTS, DATA, AND DELIVERABLES ARE PROVIDED TO COUNTY, WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. VSU SHALL NOT BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, OR SPECIAL DAMAGES SUFFERED BY COUNTY AS A RESULT OF COUNTY'S USE OF PROJECT RESULTS, REPORTS, DATA, OR DELIVERABLES.

**Section 6. Liability:** Each party will be responsible for any injury or property damage caused by negligence or other wrongful act or omission of its own employees, agents or independent contractors acting within the scope of employment and subject to such limitations as may be prescribed by applicable laws. Any liability of VSU will be governed by the laws of the State of Georgia, including but not limited to the Georgia Tort Claims Act and Georgia Workers' Compensation Act. Any liability of the County will be governed by the laws of the State of Georgia, including but not limited to the Georgia Constitution and Georgia Workers' Compensation Act.

**Section 7. Title to Equipment, Supplies, and Materials:** VSU shall retain title to any equipment, supplies, and materials purchased for use under this Agreement.

**Section 8. Rights in Data:** Ownership of results, reports, data, and other deliverables developed under this Agreement shall vest with the County. The County hereby grants to VSU a non-exclusive, royalty free, irrevocable license to use such results, reports, data, and other deliverables to fulfill its mission.

**Section 9. Intellectual Property:** Title to any invention or discovery made by VSU personnel during the fulfillment of this Agreement shall vest with VSU, with County having first right to obtain a license under reasonable terms and conditions.

**Section 10. Publicity:** Neither party will use the name of the other party in any publicity, advertising, nor news release without the prior written consent of the other which consent will not be unreasonably withheld, conditioned or delayed.

**Section 11. Independent Contractor:** For the purposes of this Agreement, VSU is an independent contractor. Neither VSU nor any of its agents, servants, or employees shall become or be deemed to become agents, servants, or employees of County. VSU and all such agents, servants, and employees shall for all purposes be deemed to be employees of the State of Georgia, and this Agreement shall not be construed so as to create a partnership or joint venture between County and the State of Georgia or any of its agencies.

**Section 12. Modification of Agreement:** County may, from time to time, require changes in the Statement of Work to be performed by VSU hereunder. Such changes, including any increase or decrease in the amount of VSU's compensation or time of performance, which are mutually agreed upon by the parties shall be incorporated by written amendment to this Agreement. Attachments 1 and 2 attached hereto are a part of this Agreement; other attachments shall not have any bearing on the responsibilities or liabilities of either party unless signed by both parties and specific reference is made to such attachments within the provisions of this Agreement.

**Section 13. Termination:** Should a party breach or violate this Agreement, the non-breaching party may terminate this Agreement upon thirty (30) days written notice specifying such breach or violation in reasonable detail to the breaching party should such breaching party not cure such breach or violation within such thirty (30) day period. In the event that this Agreement is terminated and, at the time of termination, VSU has rendered a portion of the Services for which it has not been paid, County shall reimburse VSU for such Services on a fair and equitable basis.