

RESOLUTION

AFFILIATION AGREEMENT BETWEEN THE UNIVERSITY OF SOUTH ALABAMA AND THE USA RESEARCH AND TECHNOLOGY CORPORATION

WHEREAS, the USA Research and Technology Corporation (“USARTC”) was established as a non-profit, educational and charitable organization for the purposes of serving the University of South Alabama (“University”) and promoting the mission of the University pursuant to USARTC’s Articles of Incorporation, by furthering the educational and scientific missions of University through support of its academic programs, scientific research and development initiatives, and enhancement of University’s educational and training opportunities through, among other things, promotion of development, growth, and retention of high-technology industries and research in Alabama, and to create, develop, construct, operate, manage, and finance one or more research and technology parks to further the scientific research activities of University, and

WHEREAS, University and USARTC have a history of interaction and cooperation that has served the interests of University, and

WHEREAS, University and USARTC anticipate that University will provide USARTC with specified services and facilities with which to carry out its responsibilities in exchange for the development, financial, and other service, support, and assistance USARTC shall provide University, and

WHEREAS, the Board of Directors of USARTC have approved the Affiliation Agreement as it defines the arrangements concerning services, facilities, premises, and activities between University and USARTC, and

WHEREAS, the Board of Trustees of the University of South Alabama wishes to define the aforementioned arrangements with USARTC as well,

THEREFORE, BE IT RESOLVED that the Board of Trustees of the University of South Alabama hereby approves and adopts the Affiliation Agreement between University of South Alabama and the USA Research and Technology Corporation as attached hereto.




AUG 23 2012

CAMPUS MEMORANDUM
UNIVERSITY OF SOUTH ALABAMA

Date: August 23, 2012

To: President V. Gordon Moulton

From: M. Wayne Davis 

Subject: Agenda Item for August 21, 2012 University of South Alabama Board of Trustees Meeting -Affiliation Agreement Between University of South Alabama and the USA Research and Technology Corporation

Attached is a resolution for consideration by the Board of Trustees of the University of South Alabama concerning the adoption of the Affiliation Agreement Between University of South Alabama and the USA Research and Technology Corporation which discusses obligations and expectations of each to the other. This Affiliation Agreement has been approved by the Board of Directors of the USA Research and Technology Corporation. With your approval, this item will be presented to Board of Trustees for approval. Further, I recommend the adoption of the resolution by the Board of Trustees.

Attachment

Affiliation Agreement
Between
University of South Alabama
and the
USA Research and Technology Corporation

This Agreement is made and entered into this _____ day of _____, 2012 (the Effective Date) by and between University of South Alabama (hereinafter “USA” or “University”), a public body corporate, and the USA Research and Technology Corporation, a corporation duly organized under the laws of the State of Alabama (hereinafter “USARTC”).

RECITALS

WHEREAS, USA is a state institution of higher learning established pursuant to the laws of the State of Alabama; and

WHEREAS, USARTC has been established as a non-profit, educational and charitable organization under Section 501(c)(3) of the Internal Revenue Code of 1986 for the purposes outlined in its Articles of Incorporation, a copy of which is attached to this Agreement as “Exhibit A;” and

WHEREAS, USARTC serves University and promotes its mission as indicated in “Exhibit A,” by, among other things, furthering the educational and scientific mission of University through support of its academic programs, scientific research and development initiatives, and enhancement of University’s educational and training opportunities through, among other things, promotion of development, growth and retention of high technology industries and research in Alabama, and to create, develop, construct, operate, manage, and finance one or more research and technology parks to further scientific research activities of University; and

WHEREAS, USARTC has the responsibility as an affiliated entity to use its resources in a responsible and effective manner to further the mission of University and to support University; and

WHEREAS, University and USARTC have a history of interaction and cooperation that has served the interests of University; and

WHEREAS, USA has the authority and right to enter into agreements with affiliated 501(c)(3), not-for-profit organizations; and

WHEREAS, University and USARTC anticipate that University will provide USARTC with specified services and facilities with which to carry out its responsibilities in exchange for the development, financial, and other service, support and assistance USARTC shall provide University; and

WHEREAS, USA and USARTC desire to define the arrangements concerning services, facilities, premises and activities as set forth in this Agreement.

NOW THEREFORE, in consideration of the premises and mutual covenants contained herein, University and USARTC do hereby agree as follows:

ARTICLE 1. PERSONNEL AND SERVICES

USARTC may utilize, with the approval of the President of University, such University administrative, professional and other employees from time to time as are needed to carry out the purposes of USARTC as agreed by University. See Exhibit B, attached hereto.

ARTICLE 2. USARTC OBLIGATIONS

2.1 USARTC agrees to provide the services and compensate University as outlined in the First Amendment to Agreement for Services between University of South Alabama and USA Research and Technology Corporation, attached hereto as "Exhibit B."

2.2 USARTC agrees that it may only use its resources to advance University's mission as outlined in its Articles of Incorporation. USARTC further agrees that it may not amend its Articles of Incorporation or By-Laws during the life of this Agreement unless University consents to the proposed amendment.

2.3 USARTC agrees to maintain its financial and accounting records in accordance with Generally Accepted Accounting Principles. USARTC agrees to retain all books, accounts, reports, files and other records of USARTC relating to this Agreement, if any, and make such records available at all reasonable times for inspection and audit by University, or their agents, during the term of and for a period of five years after the completion of this Agreement.

2.4 USARTC agrees to submit to an audit, by request of University, of USARTC's books, records, and expenditures, if any. University shall have the right to audit all records, financial and otherwise, if any, of USARTC to assure that funds, resources and services provided by University are expended for the ultimate benefit of University and are expended by USARTC for purposes consistent with the terms of this Agreement. If University funds are expended for purposes inconsistent with this Agreement, USARTC, upon demand by University, shall reimburse University for such misused funds, and University shall have all rights provided by law, including the right to suspend further provision of resources under this Agreement and to terminate this Agreement.

2.5 To the extent that USARTC engages in fundraising on behalf of University, USARTC agrees to accept or solicit only those gifts that are consistent with University's missions, goals or objectives.

2.6 USARTC shall not accept any gift, donation, grant or enter into any transaction that creates any liability for University, without advance written approval of the University President.

2.7 USARTC acknowledges and agrees that University owns all copyright, interest in and right to all trademarks, trade names, logos, and service marks developed by University for use by USARTC, including all such trademarks, service marks, and trade names historically associated with USARTC.

2.8 USARTC shall adopt and maintain a conflict of interest policy.

2.9 USARTC shall provide the University President reasonable notice of any regular, annual, or special meetings of its Board of Directors or of its Executive Committee, and the President or his designee shall have the right to attend any such meetings as well as the meetings of any other USARTC committees.

2.10 If USARTC should cease to exist, any USARTC assets donated to USARTC for the benefit of University must be transferred to University or to another 501(c)(3) non-profit entity designated by University through its Board of Trustees.

2.11 University may from time to time make other requests of USARTC or seek other assistance from USARTC in accomplishing the mission of University, and USARTC agrees that it will not unreasonably deny any such requests or assistance.

ARTICLE 3. UNIVERSITY OBLIGATIONS AND OTHER IN-KIND SUPPORT

3.1 University grants USARTC a non-exclusive, non-transferable license to use University trademarks, service marks, and logos consistent with University policy and its agreement with any outside contractors pertaining to the licensing thereof, including but not limited to a license to use marks developed by University for use by USARTC.

3.2 University grants USARTC an exclusive, transferable license to use University trademarks, service marks, and logos historically associated with USARTC or developed by University or USARTC for USARTC's use.

3.3 University agrees to designate USARTC as an official affiliated entity of University.

3.4 University shall provide USARTC such other rights, privileges or benefits as it may under applicable law and as the University President, in the President's sole discretion, may determine will assist USARTC in discharging its obligations under this Agreement.

3.5 The University President shall be an ex-officio director on the Board of USARTC and President of USARTC, and shall be given reasonable notice of any meeting of the Board or Executive Committee.

3.6 Subject to the availability of funding and the budget process, University agrees to provide USARTC with resources suitable in University's judgment for the accomplishment of USARTC's activities for University's benefit, and may include services and supplies, staff

support, office space, and such financial support as agreed upon between the parties from time to time. The amount and nature of such resources shall be determined annually, on a fiscal year basis, in connection with the program planning and budget processes of University and USARTC. No provision in this Agreement shall be construed to give USARTC any legal entitlement to any University funding, personnel or other resources in any particular fiscal year. All University assets, including personal property, made available to USARTC under the terms of this Agreement shall remain the property of University unless sold, conveyed or transferred to USARTC by way of a separate written agreement.

3.7 The University President will encourage all parts of University to collaborate with USARTC in implementing USARTC's programs and services.

3.8 The University President agrees to inform USARTC on a regular basis of University's needs and priorities.

ARTICLE 4. COMPLIANCE

USARTC shall comply with any and all applicable federal, state, and local laws and regulations.

ARTICLE 5. INDEMNIFICATION

USARTC agrees to indemnify and hold harmless University, including its agents and employees from any and all claims, demands, suits or liabilities of any nature, or on account of any of the actions or inactions of USARTC. USARTC agrees to reimburse University and its agents and employees for any expenses incurred by them or as a result of legal action or inaction, including reasonable attorney fees, provided funds are available for such purpose.

ARTICLE 6. INSURANCE

USARTC agrees to carry insurance satisfactory to University through the appropriate and approved University liability trust fund or outside agency to cover directors' and officers' liability, special event liability, premises liability, and general liability.

ARTICLE 7. REPORTING

USARTC shall, within one hundred twenty (120) days following the close of its Fiscal Year, submit a detailed annual report of the work and financial condition of USARTC to the President of University, and any other reports as required by this Agreement, by the Bylaws of USARTC, or by applicable law.

ARTICLE 8. TERMINATION AND RENEWAL

8.1 This Agreement shall have a term of five years, if not renewed by mutual consent of the parties before that date.

8.2 This Agreement may be terminated for any reason by written approval and consent of University and USARTC upon ninety (90) days written notice.

8.3 Either party may terminate this Agreement for cause, including a breach of this Agreement, upon thirty (30) days written notice.

8.4 If this Agreement is terminated for any reason, including because the Agreement has expired without being renewed under Article 8.1, the following articles shall survive the termination: Articles 2.10, 5, 8 and 9.

8.5 The USARTC agrees to cease using the University's name, marks and logos in the event the USARTC dissolves, ceases to be a non-profit corporation, ceases to be recognized as a tax exempt entity under Section 501(c)(3) of the Internal Revenue Code, or this Agreement is terminated.

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 This Agreement shall be construed, governed, interpreted and applied in accordance with the laws of the State of Alabama.

9.2 The parties agree that USARTC is not the agent or employee of University, and nothing in this Agreement creates an employment or other agency relationship between the parties. USARTC is not a subsidiary of University and is not directly or indirectly controlled by University.

9.3 University and the USARTC agree that USARTC's donor and giving records and any other financial or commercial information possessed by USARTC or provided by USARTC to University concerning individuals or corporations that provide USARTC financial support are confidential and proprietary. Unless required to disclose such information by applicable law, University and USARTC agree not to disclose to third parties and to keep confidential the giving records, giving history, and financial or commercial information of individuals and corporations that provide financial support to USARTC.

9.4 In the performance of this Agreement, USARTC shall not deny opportunities, employment or otherwise, to any person on the basis of race, color, religion, national origin, age, sex, sexual orientation, disability status, genetic information or veteran status.

9.5 The parties hereto acknowledge that this Agreement sets forth the entire Agreement and understanding of the parties hereto as to the subject matter hereof, and shall not be subject to any change or modification except by the execution of a written instrument subscribed to by the parties hereto.

9.6 The provisions of this Agreement are severable, and in the event that any provisions of this Agreement shall be determined to be invalid or non-enforceable under any

controlling body of the law, such invalidity or non-enforceability shall not in any way affect the validity or enforceable nature of the remaining provisions hereof.

9.7 The failure of either party to assert a right hereunder or to insist upon compliance with any term or condition of this Agreement shall not constitute a waiver of that right or excuse a similar subsequent failure to perform any such term or condition by the other party.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals and duly executed this Agreement the day and year set forth below.

University of South Alabama

USA Research and Technology Corporation

By: _____

By: V. Gordon Moulton

Name: M. Wayne Davis

Name: V. Gordon Moulton

Title: Vice President of Financial Affairs

Title: President

Date: _____

Date: 8/30/12

By: _____

Name: James A. Yance

Title: Chair Pro Tempore

Date: _____

Exhibit A

**2002046223 Book-5175 Page-0116
Total Number of Pages: 9**

**ARTICLES OF INCORPORATION
OF
USA RESEARCH AND TECHNOLOGY CORPORATION
(a nonprofit corporation)**

For the purpose of forming a nonprofit corporation under the Alabama Nonprofit Corporation Act and any act amendatory thereof, supplementary thereto or substituted therefor (hereinafter referred to as the "Act"), the undersigned incorporator does hereby sign, verify and adopt these Articles of Incorporation, and, upon the filing for record of these Articles of Incorporation in the Office of the Judge of Probate of Mobile County, Alabama, the existence of a nonprofit corporation under the name set forth in Article I hereof shall commence.

ARTICLE I.

The name of the corporation is USA Research and Technology Corporation (hereinafter referred to as the "Corporation").

ARTICLE II.

The Corporation shall have perpetual existence; provided, however, that the Corporation's existence may be terminated pursuant to the provisions of the Act and of these Articles of Incorporation relevant to the dissolution of the Corporation.

ARTICLE III.

The objects and purposes of the Corporation and the powers which it may exercise are as follows:

(a) The Corporation is organized exclusively for charitable, educational and scientific purposes within the meaning of § 501(c)(3) of the Internal Revenue Code of 1986 and the Treasury Regulations promulgated thereunder, as they now exist or as they may hereafter be amended from time to time (the "Code"), and to promote and advance such purposes by any activity in which a corporation organized under the Act may engage, either directly or by contributions to organizations qualifying as exempt organizations under § 501(c)(3) of the Code, and to receive and maintain a fund or funds of real or personal property, or both, and to administer and apply the income and principal thereof, within the United States of America, for such purposes.

(b) Without in any way limiting the foregoing, the Corporation is organized and shall be operated exclusively as a "supporting organization" within the meaning of Section 1.509(a)-4 of the Treasury Regulations for the benefit of and to further the purposes of the University of South Alabama (the "University") as follows:

(i) To further the educational and scientific mission of the University through support of its academic programs, scientific research and development initiatives, and other related activities and to enhance the educational and training opportunities available to the University's students and faculty;

(ii) To promote the University and its colleges, schools and departments and to assist them in the development and improvement of curricula, academic programs and physical facilities for the benefit of the University's students and faculty and the attainment of greater educational opportunities and a more comprehensive learning experience;

(iii) To further the development of and facilitate funding for infrastructure and services in Mobile, Alabama to attract high-technology enterprises to the local community that will offer students and faculty a practical, real-world learning experience and enhance the educational and professional opportunities available to them;

(iv) To promote the development, growth and retention of high technology industries and research in Alabama that will provide professional and career opportunities attractive to the University's students and faculty and serve as an inducement for them to remain in Alabama;

(v) To advance the scientific education and training of the University's students and to promote scientific research and development in the State of Alabama;

(vi) To attract nationally prominent scientists, researchers and faculty to the University;

(vii) To provide fellowship and internship opportunities for the University's students and faculty in the scientific research and high-technology areas;

(viii) To create, develop, construct, operate, manage and finance one or more research and technology parks, technology enterprise centers and other facilities and operations which further scientific research activities of the University and contribute to the development of high-technology businesses in the State of Alabama;

(ix) To further the University's scientific research and development activities and to facilitate the efficient transfer and utilization of University developed technology, patents, processes, copyrights, formulae and other know-how for the maximum public benefit;

(x) To further the University's efforts to publish and disseminate the results of scientific research and development conducted by its students and faculty; and

(xi) To solicit, accept, invest and administer gifts, funds, property and assets of any kind, quality or value for the benefit and to further the charitable purposes of the Corporation, and in connection therewith, to establish and manage accounts, deposits, endowments and other vehicles for holding and managing the property and assets of the Corporation.

(c) The Corporation shall possess and may exercise all the powers and privileges vested in a nonprofit corporation by the Act or by any other law of the State of Alabama, together with all powers necessary or convenient to the conduct, promotion or attainment of the activities or purposes for which the Corporation is organized; provided, however, that the activities conducted by the Corporation shall be subject to any restrictions set forth in these Articles of Incorporation and the Corporation shall not conduct or carry on any activities not permitted to be carried on by an organization exempt from Federal income tax under §§ 501(c)(3) and 509(a)(3) of the Code or by an organization, contributions to which are deductible under § 170(c)(2) of the Code.

The foregoing clauses of this Article III shall be construed equally as objects, purposes and powers and the foregoing enumeration of specific objects, purposes or powers shall not be construed or held to limit or restrict in any manner the powers of the Corporation expressly conferred by law, except as expressly stated.

ARTICLE IV.

Notwithstanding any other provision of these Articles of Incorporation, no part of the earnings of the Corporation shall inure to the benefit of any director, officer or other person holding a position of influence with the Corporation, or to any private individual (except that reasonable compensation may be paid for services rendered to or for the benefit of the Corporation in connection with the accomplishment of one or more of its stated charitable purposes), and no director or officer of the Corporation, or any private individual shall be entitled to share in the distribution of any of the corporate assets on dissolution of the Corporation. No substantial part of the activities of the Corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the Corporation shall not participate in, or intervene in (including the publishing or distribution of statements), any political campaign on behalf of or in opposition to any candidate for public office.

ARTICLE V.

The Corporation shall have no members or shareholders and shall not issue any shares of stock or certificates or any other evidence of membership.

ARTICLE VI.

The location and mailing address of the initial registered office of the Corporation shall be 307 University Boulevard, AD 328, Mobile, Alabama 36688-0002. The name of the initial registered agent of the Corporation at such address is M. Wayne Davis.

ARTICLE VII.

(a) The number of directors constituting the initial board of directors of the Corporation shall be six (6). The names and addresses of the initial directors of the Corporation who shall serve until the first annual meeting of the directors or until their successors are elected and qualify are as follows:

<u>Director</u>	<u>Address</u>
Honorable James P. Nix	415 Myrtle Street Fairhope, Alabama 36532
Donald L. Langham	3737 Government Street, St. 206 Mobile, Alabama 36693
Honorable E. Crum Foshee	400 South Union Street, St. 345 Montgomery, Alabama 36104
J. Cecil Gardner	Post Office Drawer 3103 Mobile, Alabama 36652
V. Gordon Moulton	307 University Boulevard, AD 121 Mobile, Alabama 36688-0002
M. Wayne Davis	307 University Boulevard AD 328 Mobile, Alabama 36688-0002

The number of directors constituting the board of directors of the Corporation may be increased to that number of directors set forth in the bylaws of the Corporation.

(b) The individuals serving on the first board of directors of the Corporation shall hold office until their successors shall have been duly elected and qualified in accordance with applicable provisions of the bylaws of the Corporation. Thereafter, the directors of the Corporation shall be elected in the manner and for the term prescribed in the bylaws of the Corporation.

(c) A director may be removed in the manner provided in the bylaws of the Corporation. Any vacancy in the board of directors created by the death, resignation, incapacity or removal of a director or by an increase in the number of directors shall be filled in the manner provided in the bylaws of the Corporation.

ARTICLE VIII.

The initial bylaws of the Corporation shall be adopted by the board of directors. The power to alter, amend or repeal the bylaws or adopt new bylaws shall be vested in the board of directors; provided, that any amendment to the bylaws of the Corporation adopted by the board of directors shall not become effective until such amendment has been approved by a majority vote of the Board of Trustees of the University. The bylaws may contain any provisions for the regulation and conduct of the affairs of the Corporation and the directors not inconsistent with the Act or these Articles of Incorporation.

ARTICLE IX.

In amplification and not in limitation of the provisions of applicable law:

(a) Pursuant to §§ 10-11-1 et seq. and 6-5-336, Code of Alabama, 1975, as amended, all non-compensated directors, trustees, members of governing bodies, officers and other eligible volunteers of the Corporation shall be immune from suit and shall not be subject to civil liability arising from the conduct of the affairs of the Corporation except when the act or omission of such person that gives rise to the case of action amounts to willful or wanton misconduct or fraud or gross negligence.

(b) The Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed claim, action, suit or proceeding, whether civil, criminal, administrative or investigative, including appeals (other than an action by or in the right of the Corporation), by reason of the fact that he or she is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, partner, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him or her in connection with such claim, action, suit or proceeding, unless he or she acted intentionally or willfully against the best interests of the Corporation. The termination of any claim, action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person acted intentionally or willfully in a manner that was opposed to the best interests of the Corporation.

(c) The Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed claim, action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he or she is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, partner, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him or her in connection with the defense or settlement of such action or suit if he or she acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interest of the Corporation and except that no indemnification shall be made with respect to any claim, issue or matter as to which such

person shall have been adjudged to be liable for intentional or willful misconduct in the performance of his or her duty to the Corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper.

(d) Any indemnification under subsections (b) and (c) (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director, officer, employee or agent is proper in the circumstances because he or she has met the applicable standard of conduct set forth in subsections (b) and (c). Such determination shall be made (1) by the board of directors of the Corporation by a majority vote of the directors who were not parties to, or who have been wholly successful on the merits or otherwise with respect to, such claim, action, suit or proceeding, or (2) if a majority of disinterested directors so directs, by independent legal counsel.

(e) Expenses (including attorneys' fees) incurred in defending a civil or criminal claim, action, suit or proceeding may be paid by the Corporation in advance of the final disposition of such claim, action, suit or proceeding upon receipt of an undertaking by or on behalf of the director, officer, employee or agent to repay such amount if and to the extent that it shall ultimately be determined that he or she is not entitled to be indemnified by the Corporation as authorized in this Article IX. Such undertaking shall be an unlimited, unsecured general obligation of the officer of the Corporation and shall be accepted without reference to his ability to make repayment.

(f) The indemnification authorized by this Article IX shall not be deemed exclusive of and shall be in addition to any other rights to which those indemnified may be entitled under any statute, rule of law, provision of articles or certificate of incorporation bylaws, agreement, vote of disinterested directors or otherwise, both as to action in his or her official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a person. No amendment, modification, or repeal of this Article IX shall diminish the right to indemnification with respect to any claim, cause, or matter in any then pending or subsequent proceeding that is based in any material respect on any alleged action or failure to act prior to such amendment, modification or repeal.

(g) The Corporation shall have the power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, partner, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against him or her and incurred by him or her in any such capacity or arising out of his or her status as such, whether or not the Corporation would have the power to indemnify him or her against such liability under the provisions of this Article IX.

ARTICLE X.

Upon the dissolution of the Corporation and the winding up of its affairs, the board of directors shall, after paying or making provision for the payment of all liabilities and obligations of the Corporation, transfer all of its remaining assets to the University or to any affiliate organization of the University that is designated by its Board of Trustees. No assets or earnings of the Corporation shall be distributed to any officer or director of the Corporation or to any private individual.

ARTICLE XI.

The name and address of the sole incorporator of the Corporation are as follows:

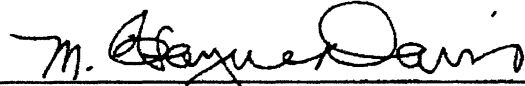
<u>Name</u>	<u>Address</u>
M. Wayne Davis	307 University Boulevard AD 328 Mobile, Alabama 36688-0002

ARTICLE XII.

These Articles of Incorporation may be amended from time to time in accordance with the terms and provisions of the Act, provided, that any amendment to these Articles of Incorporation shall not be effective, and shall not be filed of public record, until such amendment has been approved by a majority vote of the Board of Trustees of the University. Notwithstanding the foregoing, no amendment shall be made to these Articles of Incorporation which would in any way result in the operation of the Corporation for the private advantage or pecuniary profit of any director or member thereof or permit the operation of the Corporation for any purpose other than religious, charitable, scientific, literary or educational purposes.

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The undersigned, acting as the sole incorporator of the USA Research and Technology Corporation, executes these Articles of Incorporation on this 14th day of June, 2002.



M. Wayne Davis, Incorporator

State of Alabama - Mobile County
I certify this instrument was filed on:

Fri, Jun-14-2002 @ 3:08:06PM

RECORDING FEE	26.00
S. R. FEE	2.00
TOTAL AMOUNT	\$28.00

This instrument prepared by:

K. Wood Herren, Esq.
Bradley Arant Rose & White LLP
2001 Park Place, Suite 1400
Birmingham, Alabama 35203-2736
(205) 521-8000

2002046223
Don Davis, Judge of Probate

STATE OF ALABAMA
PROBATE COURT OF MOBILE COUNTY

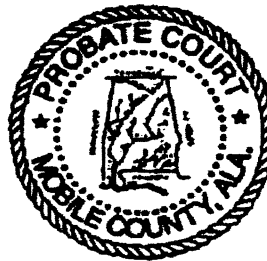
Incorporation/Amendment/Dissolution Certificate

I, **Don Davis**, as Probate Judge in and for Mobile County, Alabama, do hereby certify that the foregoing Articles, duly signed and verified pursuant to the provisions of Alabama Statute, have been received and recorded in this office and are found to comply with law in such matters. Accordingly, the undersigned Probate Judge, by the authority so vested, hereby issues this Certificate.

Given under My Hand and Official Seal of the Probate Court of Mobile County, Alabama this **Friday, June 14, 2002**.



Don Davis, Probate Judge
Mobile County, Alabama



Recorded at Book: **5175**

Page: **0116**

Clerk: **pcrc07**

Exhibit B

**FIRST AMENDMENT TO AGREEMENT FOR SERVICES
BETWEEN
UNIVERSITY OF SOUTH ALABAMA
AND
USA RESEARCH AND TECHNOLOGY CORPORATION**

THIS AGREEMENT is made this twenty-first day of August, 2012, by and between University of South Alabama ("USA"), a public body corporate, and USA Research and Technology Corporation, an Alabama nonprofit corporation ("RTC"), thereby amending that certain Agreement for Services between the University of South Alabama and USA Research and Technology Corporation executed the twenty-seventh day of September, 2004.

WHEREAS, RTC is a non-profit corporation organized and operated exclusively as a "supporting organization" for the benefit of and to further the educational and scientific mission of USA and to enhance the educational and training opportunities available to the University's students and faculty through support of USA's academic programs, scientific research and development initiatives, and other related activities, and

WHEREAS, USA maintains certain services, particularly, but not limited to, accounting, legal, and management services, and

WHEREAS, RTC recognizes its need to utilize such services, and

WHEREAS, USA and RTC desire to cooperate in these services,

NOW, THEREFORE, for and in consideration of the foregoing and the mutual promises contained herein, the parties agree as follows:

1. USA will provide certain services, including, but not limited to, accounting, legal, and management services, to the extent that such requested services are available and convenient for USA to provide to RTC.
2. RTC will compensate USA for all services provided at the rate detailed in Exhibit "A." If RTC requests services not specified in the attached Exhibit "A," USA will bill and RTC will pay for these additional services at a rate to be determined by USA prior to commencement of such services.
3. Both parties agree and acknowledge that the value of these services may change over time; accordingly, both parties agree and acknowledge that USA may place into

effect a modified Exhibit "A" which reflects the new value of these services at any time. This modified Exhibit "A" will apply to all services requested after RTC has been notified in writing of the modified Exhibit "A."

4. This Agreement may be cancelled at any time with ten (10) days prior notice to the other party; provided, however, that all work currently being performed will be completed prior to final termination of the agreement as long as all amounts due under this agreement are current. In the event of a default in payment, USA retains the right to discontinue work on any ongoing services.
5. USA shall bill RTC monthly for all services rendered pursuant to this Agreement. Payment shall be due in full from RTC to USA within thirty (30) days of invoice date. In the event of default, RTC shall pay to USA in addition to all sums currently outstanding all costs of collection, including attorneys fees, and interest.

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be made and executed by their respective authorized officers as of the day, month and year as stated in the first paragraph of this Agreement.

**UNIVERSITY OF SOUTH ALABAMA USA RESEARCH AND TECHNOLOGY
CORPORATION**

By: _____ By: _____
ITS: Vice President for Financial Affairs ITS: President

DATE: _____ DATE: _____

EXHIBIT A
August 21, 2012

Annual Charge for accounting, legal, and management services	\$155,282.00
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