

Technology Research Funding Agreement 0____

This Technology Research Funding Agreement (hereafter “TRFA”) is entered into on _____, 20__, (the “Effective Date”) by and among the Water Research Foundation (“WRF”), a Delaware non-profit corporation whose principal place of business is located at 6666 W. Quincy Ave., Denver, Colorado 80235, the organization(s) identified in Exhibit C attached hereto and executing this TRFA as “Co-Funders”, _____ (“Owner”, and if also identified as a Co-Funder in Exhibit C, shall additionally be a Co-Funder for all purposes under this TRFA), a _____ whose principal place of business is located at _____, and _____ (“Researcher”), a _____ whose principal place of business is located at _____.

WRF and the Co-Funders have selected Researcher to perform research and development services as more specifically detailed in this TRFA. The parties mutually agree as follows:

- I. DEFINITIONS.** In addition to other terms defined herein, the following definitions shall apply in this TRFA:
- A. “Co-Funding” is the funds that each Co-Funder has respectively agreed to provide to the Project Funds under this TRFA, as detailed in Exhibit C.
 - B. “Deliverables” are the Reports, the Work Product, Inventions, and any other items as further identified in the Project Plan as required to be developed, procured, and delivered by Contractor to WRF under the terms of this TRFA.
 - C. “IP” is all rights to copyrights, trademarks, service marks, patents, trade secrets, know how, and confidential information, including the right to enforce, divest, license, seek registration, prosecute infringers, and commercially or otherwise exploit such rights.
 - D. “PAC” is the Project Advisory Committee that consists of independent volunteers selected by WRF and Co-Funders to provide technical review, assistance, and/or expertise related to the Project. The number of volunteers to serve on the PAC will be determined by WRF.
 - E. “Principal Investigator” is Researcher’s employee identified in Exhibit B, who is primarily responsible for Researcher’s performance of Services and compliances with this TRFA, and is Researcher’s primary contact person.
 - F. “Project” is the scope of work as described more specifically in the Project Plan attached hereto as Exhibit A for which Researcher is engaged to Perform Services.
 - G. “Project Fund” is the aggregate maximum money which WRF and the Co-Funders have collectively agreed to pay Researcher for its performance of Services pursuant to this TRFA.
 - H. “Project Plan” is the detailed description in Exhibit A of the Project and Services to be provided by Researcher pursuant to this TRFA. The Project Plan is the final version of the Project Proposal originally submitted by Researcher, which has been mutually modified by Researcher and WRF.
 - I. “Reports” are the Periodic Reports, Draft Report, and/or Final Report, collectively.
 - J. “Subcontractor” means any individual or entity identified by Researcher in the Project Plan as assisting in the performance of the Project under this TRFA.
 - K. “Technology” means the device, method, apparatus, system, materials, compounds, and such other useful technology that is owned by Owner, and is to be researched, tested, analyzed, and/or modified as the central subject matter of the Project under this TRFA and the Project Plan.

II. GENERAL OBLIGATIONS OF THE PARTIES

- A. Researcher.

1. Researcher shall complete the research, prepare written Reports, deliver the Deliverables to WRF, and perform such other functions (collectively, the “Services”), all in accordance with the schedules and other requirements set forth in the Exhibits and this TRFA, and at a cost to WRF and Co-Funders not to exceed the Project Funds. Researcher shall itself, and shall require all of its Subcontractors to, perform Services for the Project and all other activities related thereto in full compliance with all laws, regulations, and other requirements governing them.
 2. Researcher may not use any portion of the Project Funds for any purpose other than as detailed in the Project Plan, and as is necessary to perform the Project.
- B. The Co-Funders.** The WRF will invoice each Co-Funder for their project Co-Funding upon final execution of this agreement by all parties. Co-Funders shall pay to WRF their respective full co-funding upon receipt of said invoice by no later than 15 days. .
- C. WRF.** Provided that WRF has received the full Co-Funding from each Co-Funder and from its own funding sources by no later than the Effective Date, WRF will disburse the Project Funds to Researcher as detailed in this TRFA and Exhibit C.

III. DISBURSEMENT OF PROJECT FUNDS

- A. Advance Payment.** Each disbursement of Project Funds shall be deemed to be made by WRF and the Co-Funders in proportion to their relative Co-Funding of the Project Fund. The Project Fund was determined on the basis of the budget submitted by Researcher, and set forth in Exhibit C. The Project Fund is a “not to exceed” amount, and Researcher shall complete the Project and deliver the Final Report for no more than the Project Funds. WRF will advance ten percent (10%) of the Project Funds to Researcher after the Effective Date (the “Advance Payment”) provided that WRF has received the full Co-Funding from each Co-Funder and from its own funding sources. All subsequent disbursements shall be subject to Section III.B below and Exhibit C.
- B. Invoicing and Payments.**
1. Beginning three (3) months after the Effective Date, and every three (3) months thereafter during the term of this TRFA, Researcher shall submit to WRF a detailed invoice itemizing the Services performed in compliance with the Project Plan and expenses actually incurred by Researcher in the preceding three (3) months in the performance of Services.
 2. Each invoice shall display the budget line items identified in Exhibit A, must be on Researcher’s letterhead, and must be sent to WRF’s Project Coordinator identified in Exhibit B. Only out of pocket costs and expenses actually incurred by Researcher and Services actually performed in compliance with the Project Plan may be invoiced.
 3. WRF will disburse Project Funds conditioned upon Researcher timely submitting Reports according to Exhibit B. No portion of the Project Funds will be disbursed by WRF unless and until WRF receives and accepts each corresponding invoice and Report. If the invoices and Reports are accepted, Researcher will be paid as follows:
 - (a) Subject to the hold back provision below, invoices will be paid to the extent actual costs incurred and Services performed exceed the Advance Payment. The Advance Payment must be shown on all invoices, including the final invoice, as an advance payment received.
 - (b) Regardless of the actual amounts invoiced, WRF will at all times hold back twenty percent (20%) of the Project Fund, and will only disburse same as follows: Ten percent (10%) of the Project Fund will be paid upon WRF’s receipt and acceptance of the Draft Report. The remaining ten percent (10%) will be paid upon WRF’s receipt and acceptance of the Final Report and confirmation to Researcher that it meets all requirements under this TRFA.
 - (c) WRF reserves the right to withhold payment for any amounts invoiced by Researcher to the extent invoicing for such items is not allowed under this TRFA.

- C. Financial Management System. Researcher shall maintain an accurate and complete accounting of original books and records tracking costs, expenses, and Services performed hereunder in accordance with generally accepted accounting principles consistently applied. All costs incurred must be supported by original receipts and be made available to WRF upon request.
- D. Record Retention. Researcher shall retain all records pertinent to this TRFA and the Project for at least three (3) years from the termination of this TRFA.

IV. IP RIGHTS AND PUBLICATION

A. Work Product.

1. WRF shall own all worldwide copyrights in all work product that are works of authorship created by Researcher and/or its Subcontractors in the course of performing Services, including, without limitation, all Deliverables, Periodic Reports, Draft Reports, and the Final Report, all interim drafts of the foregoing, and any computer software and related documentation developed under the this Project (collectively the "Work Product"). Researcher shall and hereby does assign exclusively to WRF all right, title, and interest in and to the Work Product and the copyrights embodied therein.
2. Researcher represents, warrants and covenants that it has required and will continue to require all Subcontractors and other third parties that contribute in whole or in part to the Work Product to assign all copyrights therein exclusively to WRF. Researcher has acquired and shall acquire broad permission(s) to incorporate any third-party copyrighted materials into the Work Product, and to authorize WRF to modify, copy, distribute, publish, publicly present, publicly display, and create derivative works based thereon in connection with its exercise of ownership rights in the Work Product. Researcher shall utilize WRF's form located at <http://www.waterrf.org/funding/Pages/project-report-guidelines.aspx> for securing the foregoing required permission for WRF. Researcher shall provide full ownership and license information for any such material.
3. WRF will provide each Co-Funder with one copy of the Final Report in PDF form. The Co-Funders shall not make further copies, publish, distribute, or disclose the Final Report or any portion of the Work Product without the prior written approval of WRF. The Work Product may not be copied, published, adapted, posted on an intranet or website, or disclosed in any manner by Researcher, Co-Funders or any Subcontractor or other third party except with WRF's prior written approval.

B. Inventions and Patents.

1. All proprietary or patentable ideas, devices, methods, formulations, designs, and other inventions related to the Technology and developed or conceived by or on behalf of Researcher in the course of performing under the Project, including, but not limited to, the right to apply for patent protection thereon, but excluding the copyrights in the Work Product (collectively, "Inventions"), shall become the property of the Owner. Researcher shall and hereby does assign exclusively to Owner all right, title, and interest in and to Inventions.
2. Owner's rights in Inventions shall not limit, delay, restrict, or in any other manner interfere with WRF's right to own, publish, and exercise all copyrights in the Work Product.
3. All IP rights that were owned and developed by Researcher or third parties prior to the Effective Date and outside the scope of the Project (collectively, "Preexisting IP"), and which Researcher will use in the performance of the Project, or incorporate in whole or in part into any Deliverables, have been fully disclosed and identified by Researcher in the Project Plan. Researcher represents and warrants that all Preexisting IP is used with full authorization and permission from its respective owner, and copies of such permissions and licenses shall be provided to WRF by the Effective Date. Researcher shall obtain all appropriate permissions on WRF's behalf to the extent necessary to enable WRF to exercise its ownership and publication rights in the Work Product, including the Final Report, such right shall be transferable, sublicenseable, and shall not be subject to any

payment or other obligation on the part of WRF. Such agreements to procure rights for WRF shall be subject to WRF's prior approval, in its sole discretion.

4. Researcher hereby grants WRF a fully paid-up, perpetual, irrevocable, world-wide, nonexclusive license, with the right to grant sublicenses, to utilize Preexisting IP for educational or other non-profit purposes.
- C. Project. Any publications or presentations made by any party hereto on the subject matter of the Project shall contain and be accompanied by the following notices:

The [publication/presentation] has been made possible through funding from, the Water Research Foundation, [Owner], and [Co-Funders].

- D. Publication. As the owner of Work Product, all rights to publish, distribute, publicly perform, and publicly present the Reports belong solely to WRF. The Co-Funders may publish or present based on the Final Report only, in whole or in part, and only with the prior written permission of WRF, which may be withheld or conditioned at WRF's sole discretion. Any such request for permission from WRF must be made to WRF at least three (3) weeks prior to the requesting party's proposed date of publication or presentation based on any portion of the Final Report, and the request must be accompanied by copies of the proposed publication or presentation material. The Co-Funders may in no event publish or present based on or exercise any other copyrights with respect to the Interim Reports or the Draft Report. All copies of or presentations based on the Final Report authorized WRF shall conspicuously display all copyright notices required by WRF.
- E. Return of IP. Researcher shall provide to WRF legible copies of all Work Product (including source and object code of any computer software program) and all Inventions, and shall furthermore provide to WRF and Co-Funders legible copies of all Preexisting IP, all within thirty (30) days of any party's delivery of a notice of termination hereunder, whether or not a cure period is provided. The foregoing shall be delivered in whatever medium and format is reasonably designated by WRF. No further payments will be made unless the Researcher fully complies with the foregoing requirements.
- F. Technology. Owner hereby grants to Researcher a limited right and license during the term of this TRFA to use, practice, research and report on the Technology and to perform all acts with respect to the Technology as described or contemplated in the Project Plan solely for purposes of performing the Services under this TRFA. Owner represents, warrants, and covenants that it is the sole owner of all rights in the Technology, that it has all right and authority to submit the Technology to be viewed, used, tested, analyzed, researched, disassembled and modified under this TRFA and the Project Plan, and that neither the Technology, nor the activities contemplated under this TRFA, will infringe on the IP rights or violate any other rights of any party. Owner shall defend, indemnify, and hold WRF, the Co-Funders, the Researcher, and their representatives harmless from and against any loss, liability, costs, or expense incurred by them as a result of a breach of Owners' representations and warranties in this Section.
- G. Originality. Researcher represents, warrants, and covenants that it, and its Subcontractors, are the sole creator(s) and originator(s) of all Work Product, Inventions, and Preexisting IP, and they are fully authorized and entitled to grant the rights under this TRFA. Further, Researcher shall ensure that no portion of the Services performed by it or Subcontractors infringes upon the IP rights or any other rights of any other party. Researcher, shall, and shall cause its Subcontractors to, execute and deliver to WRF the Assignment of Copyright attached hereto as Exhibit D, and all other documents and instruments reasonably requested by WRF, to further evidence or memorialize the assignment of rights to WRF in this TRFA.
- H. Services. Researcher represents, warrants, and covenants that it and its Subcontractors will perform Services in a professional, skilled, timely and workmanlike manner consistent with industry standards, in compliance with all laws, and with adherence to the highest ethical standards.

V. TERM AND TERMINATION

- A. Term. This TRFA commences on the Effective Date, and shall continue for the duration of the Project, ending on WRF's delivery to Researcher of the final disbursement of the Project Fund in accordance with Section III.B above, and as further specified in Exhibit B. This TRFA may be terminated earlier for the following reasons:
1. WRF may terminate this TRFA by written notice to the other parties at any time in the event of a breach of this TRFA or any requirements of or timelines in the Project by Researcher or its agents, which breach remains uncured for thirty (30) days following Researcher's receipt of the notice of breach.
 2. WRF may terminate this TRFA effective immediately by written notice to the other parties in the event WRF reasonably determines that the Project is no longer feasible nor its performance desired, or that Researcher is not likely to complete the requirements of the Project on time or on budget.
 3. Co-Funders may terminate this TRFA by a ninety (90) day prior written notice to the other parties if either the Researcher or WRF materially breaches this TRFA, and fails to cure that breach within ninety (90) days of its receipt of the notice of breach.
 4. Upon receipt of any written notice of termination, Researcher shall cease all Services, but shall continue to prepare whatever reports, accounting statements, and invoices that are necessary to support receipt of any payments and deliver existing Work Product as required under the TRFA.
 5. If termination occurs under this Section, Researcher shall prepare and submit to WRF a final invoice and accounting of expended and non-cancellable funds as of the date of receipt of the notice of termination. Any portion of the Project Fund that was prepaid to Researcher but which remains unspent shall be returned to WRF with the final invoice. WRF shall pay any amount owed under the final invoice, if reasonably accepted by WRF, and shall return to the Co-Funders their prorata share of any remaining and unspent Co-Funding of Co-Funders. Researcher shall be entitled to compensation for all satisfactory and authorized Services completed as of the termination date, provided that all Work Product corresponding to the invoiced amounts have been delivered to WRF, and further provided that funds are available.

VI. DISPUTE RESOLUTION

- A. In the event of a dispute between WRF and the Co-Funders with respect to Researcher's performance or other acts or omissions under this TRFA, WRF's final determination, following reasonable consultation with the PAC, shall govern.
- B. All other disputes arising under this TRFA by or among the parties shall be resolved by binding arbitration conducted in accordance with the then effective rules of expedited commercial arbitration of the American Arbitration Association ("AAA") in Denver, Colorado U.S.A. There shall be one Arbitrator selected in accordance with such rules. The Arbitrator shall have subpoena powers. The Arbitrator's final determination may be enforced in any court having proper jurisdiction.

VII. STANDARD TERMS AND CONDITIONS

- A. Survival. All terms which by their nature and intent are required to be performed after termination of this TRFA shall survive to the extent necessary to enable their fulfillment.
- B. Quality Assurance. Researcher shall use its best efforts to ensure that all data and test results developed during the course of this TRFA and included or relied upon in the Final Report are accurate to the best of its knowledge, information, and belief. If Researcher obtains or relies upon any data, test results, or information from other sources, it shall apply reasonable and customary efforts to ensure the accuracy and reliability of such information.
- C. Standard of Performance. At all times, all obligations performed by Researcher or by any Subcontractors pursuant to this TRFA shall be performed in a manner consistent with or exceeding the professional standards governing such activities. Researcher shall defend, hold harmless and indemnify WRF, Co-Funders, and their officers, directors, affiliated organizations, employees, agents, volunteers, and publisher, if any, from any and all liability, obligation,

damage, loss, cost, claim, lawsuit, cause of action, or demand whatsoever of any kind or nature, including, but not limited to, attorneys' fees and costs, arising from (i) any actions taken by, or omissions of, Researcher, its officers, directors, Subcontractors, employees independent contractors, agents, or other related entities or individuals, (ii) any use or misuse of IP claimed to be owned by another, or (iii) any material breach of this TRFA by Researcher.

- D. Insurance.** The Researcher shall maintain liability insurance from an A rated carrier, to cover all liabilities including unfair competition claims and all reckless, intentional, knowing, and negligent actions or omissions of any and all of Researcher's officers, directors, employees, agents, and independent contractors and/or Subcontractors in the amount of one million dollars (\$1,000,000.00) per claim. Researcher and all Subcontractors shall maintain Worker's Compensation Insurance which complies with the applicable state laws. Proof of all insurance shall be presented to Foundation pursuant to the schedule detailed by Exhibit B and to the Co-Funders upon request. The proof of liability insurance document shall clearly specify the Project by number and title on the insurance certificate, and shall name WRF and Co-Funders as loss payees and additional insured.
- E. Authority.** The individuals executing this TRFA on behalf of their respective parties hereby represent and warrant that they have the right, power, legal capacity, and appropriate authority to enter into this TRFA on behalf of the entity for which they sign below.
- F. Modifications.** No provision, requirement, or term of this TRFA, including the Project Plan and all other attachments hereto, may be modified, supplemented or amended, nor may it be waived or discharged, except in writing, signed by all parties. A written waiver of a breach of one provision in this TRFA shall not operate as a waiver of a subsequent breach of the same provision.
- G. No Assignment.** Researcher shall not assign this TRFA in whole or in part, including by operation of law, merger, reorganization, or change in ownership or control. Any unauthorized assignments shall be void.
- H. Sub-Contracting:** Researcher may only utilize Subcontractors that have been disclosed in the Project Plan and are pre-approved by WRF.
1. Researcher shall require any and all Subcontractors to agree in writing to be bound by this TRFA prior to working on the Project, including the obligation to indemnify WRF and CO-Funders for liabilities and losses caused by acts or omissions of the Subcontractor. All obligations of Researcher apply equally to the Subcontractor(s). Researcher shall at all times remain primarily responsible and liable to WRF and the Co-Funders for the acts and omissions and performance of this TRFA by its Subcontractors.
 2. Payment for services of any and all Subcontractors shall be Researcher's sole obligation and responsibility. Researcher hereby indemnifies and holds WRF and Co-Funders harmless for any liability concerning such payment. Researcher shall in all its Subcontractor agreements specify that WRF and Co-Funders shall have no liability or obligation to the Subcontractor, and that the Subcontractor agrees to look solely to Researcher for payment and enforcement of its rights under its agreement with Researcher.
- I. Integration.** This TRFA, including all attachments hereto and the documents and requirements referenced herein, contains the entire understanding between the parties relating to this TRFA. This TRFA supersedes all prior and contemporaneous understandings, representations, negotiations, and agreements between the parties whether written or oral. In the event of a conflict between the terms of an Exhibit or other document referenced herein and this TRFA, the terms of this TRFA shall control.
- J. Severability.** The provisions of this TRFA shall be severable, and the invalidity, illegality or unenforceability of any provision of this TRFA shall not affect the validity or enforceability of any other provisions. If any provision of this TRFA is found to be invalid, illegal, or unenforceable, including any prohibition or limitation on a party's ability to assume liabilities or indemnification obligations, such provision shall be modified to the extent necessary to render it enforceable, and as modified, this TRFA shall remain in full force and effect.
- K. Notices.** Any notice, request, demand, or communication required or allowed under this TRFA shall be sent in writing to the addresses and contact information for the parties set forth in Exhibit B, and shall be deemed sufficiently

given upon delivery, if delivered by hand (signed receipt obtained), or three (3) days after posting if properly addressed and sent certified mail return receipt requested, or upon receipt if sent via facsimile or email, if delivery can be confirmed by the sender. Notices shall become effective on the date of receipt or the date specified within the notice, whichever comes later.

- L. Limitation of Liability.** IN NO EVENT SHALL WRF OR ANY OF ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES, AGENTS OR REPRESENTATIVES BE LIABLE TO ANY OTHER PARTY, OR ANY THIRD PARTY FOR ANY SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES OR LOSS OF GOODWILL OR EXPECTED PROFITS OR REVENUES, IN ANY WAY RELATING TO THIS TRFA, INCLUDING, WITHOUT LIMITATION, THE FAILURE OF ESSENTIAL PURPOSE, EVEN IF IT HAS BEEN NOTIFIED OF THE POSSIBILITY OR LIKELIHOOD OF SUCH DAMAGES OCCURRING, AND WHETHER SUCH LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, STATUTE, PRODUCTS LIABILITY OR OTHERWISE. IN NO EVENT SHALL WRF'S OR THE CO-FUNDERS' LIABILITY HEREUNDER EXCEED THEIR RESPECTIVE CO-FUNDING ALREADY PAID UNDER THIS TRFA.
- M. Applicable Law/Venue.** This TRFA governed by the laws of Colorado unless where preempted by U.S. Federal laws. Any action or proceeding under this TRFA must be brought and conducted in Denver, Colorado.
- N. Counterparts.** This TRFA may be executed and delivered in counterparts, and by facsimile and email, and each shall be valid as if all parties had executed the same document.
- O. Relationship.** The parties are independent contractors, and no agency, employer-employee, partnership, or joint venture relationship is intended or created by this TRFA. No party shall have any right or authority to assume or create any obligation, commitment or responsibility for or on behalf of the others except as the other may expressly authorize in writing. No party shall be eligible to participate in another's benefit program. Researcher shall be solely responsible for the performance and compensation of its employees and Subcontractors, for withholding taxes and providing unemployment and other benefits. The parties to this TRFA, including Owner, are prohibited from representing or implying that WRF's management of this TRFA, its Co-Funding, or its publication of the Final Report in any manner constitutes an endorsement, approval, or expression of any other opinion regarding the Technology or the Owner.

IN WITNESS WHEREOF, the parties have caused this TRFA to be signed and dated as of the Effective Date.

Water Research Foundation

[Researcher Organization]

By: Robert C. Renner, P.E., B.C.E.E.
Title: Executive Director

By: _____
Title: _____

Date: _____

Date: _____

Owner

[Researcher Organization]

By: _____
Title: _____

By: _____
Title: Principal Investigator

Date: _____

Date: _____

Signature Page Instructions

1. Review document and have a duly authorized representative sign this page.
2. Only this signature page is required to be returned back to WRF.
3. Please return the executed signature page using **one** of the choices below:
 - a. **Email** a scanned PDF to pfalor@WaterRF.org or,
 - b. **Fax** a copy back to Peggy Falor at (303) 730-0851 or,
 - c. **Mail** a copy back to Peggy Falor at Water Research Foundation, 6666 W. Quincy Ave., Denver, CO 80235, phone: (303) 734-3424
4. Do not return the entire agreement, only this signature page.
5. Please return no later than **ten (10) business days** from receipt.
6. WRF will email a PDF of this fully executed agreement to you for your files.

Title:

CO-FUNDERS [CREATE A CO-FUNDER PAGE FOR EACH CO-FUNDER]

[Co-Funder Organization]

By:
Title: (Authorized Representative)

Date: _____

1.

Signature Page Instructions

1. Review document and have a duly authorized representative and the Principal Investigator sign this page.
2. Only this signature page is required to be returned back to the Foundation.
3. Please **Email** a scanned PDF of the executed signature page to the following:
 - a. Peggy Falor at pfalor@WaterRF.org and
 - b. Corina Santos at csantos@WaterRF.org
4. Do not return the entire agreement, only the signature page.
5. Please return no later than **ten (10) calendar days** from receipt.

The Foundation will email a PDF of this fully executed agreement to you for your files.

EXHIBIT A
PROJECT PLAN
Project 0

[attach final draft of Project Plan] **Title:**

EXHIBIT B
PROJECT TIMELINES AND SCHEDULE
Project 0

NOTE– EXHIBIT B SHOWN IS THE STANDARD DRAFT SCHEDULE, ACTUAL SCHEDULE WILL BE MUTUALLY DECIDED UPON BETWEEN THE PM AND PI AT FINAL AGREEMENT STAGE.

Title:

<u>TASK</u>	<u>DUE DATE</u>
Begin Project	Start date
Scope of Work	30 days after start date
Participant presents Proof of Insurance(s) or Certificate of Self Insurance & Worker’s Compensation Insurance	30 days after start date
Periodic 1 Report & Invoice	3 months after start date
Periodic 2 Report (incl. Technical Summary & Web Update) & Invoice	6 months after start date
Periodic 3 Report & Invoice	9 months after start date
Periodic 4 Report (incl. Technical Summary & Web Update) & Invoice	12 months after start date
Periodic 5 Report & Invoice	15 months after start date
Periodic 6 Report (incl. Technical Summary & Web Update) & Invoice	18 months after start date
Periodic 7 Report & Invoice	21 months after start date
Periodic 8 Report (incl. Technical Summary & Web Update) & Invoice	24 months after start date
Draft Report & Invoice	27 months after start date
Final Report & Final Compensation	5 months after draft report
Letters of Confirmation for participating utilities	5 months after draft report
Complete & Submit Exhibit D – Assignment of Copyright	5 months after draft report
Project End & Foundation Publication Date	12 months after draft report

Note: Please submit one electronic copy of each Periodic Report, Draft & Final Report in MSWord format. Note # of copies shown for each report. For each report an invoice must be submitted for payment, printed on your company letterhead.

Foundation Key Contacts:

Project Management

- [redacted], Research Manager, Water Research Foundation, 6666 W. Quincy Ave., Denver, CO 80235, Phone: (303) [redacted], and Email: [redacted]@WaterRF.org.

Contract Administration

- Peggy Falor, Manager Research Program Services, Water Research Foundation, 6666 W. Quincy Ave., Denver, CO 80235, Phone: (303) 734-3424, and Email: pfalor@WaterRF.org.
- [redacted], Project Coordinator, Water Research Foundation, 6666 W. Quincy Ave., Denver, CO 80235, Phone: (303) [redacted], and Email: [redacted]@WaterRF.org.

mail to:

Researcher Key Contacts:

Principal Investigator

-

Authorized Representative

-

Accounting Contact (Project Fund disbursements will be mailed to the care of this contact)

-

Co-Principal Investigator:

-

Co-Funder(s) Contact:

-

Each party shall provide written notice of changes in contact persons, addresses, telephone, fax, and email addresses. The Principal Investigator, Co-Principal Investigator, or any Subcontractor may only be changed with the prior written approval of WRF.

EXHIBIT C
BUDGET SUMMARY
Project 0



Contractor: [Researcher]
 [Researcher Address]

The aggregate Project Funds payable to Researcher shall not exceed [] US dollars (\$ []) for the completion of the Project. Co-Funding from WRF and Co-Funders are as detailed below. Researcher agrees to provide [] US dollars (\$ []) in Cost Share and [] US dollars (\$ []) in in-kind support as detailed below. The total budget for the Project is [] US dollars (\$ []).

ORGANIZATION	Project Funds	Cost Share	In-Kind Amount
Co-Funders Contribution	\$0.00	\$0.00	\$0.00
Researcher Contribution	\$0.00	\$0.00	\$0.00
WRF Contribution	\$0.00	\$0.00	\$0.00
Total Project Budget \$	\$0.00	\$0.00	\$0.00

Project Fund: not to exceed \$ []
 10% of Project Fund advanced on or following Effective Date: \$ []
 Amount due upon WRF's acceptance of each Interim Report: \$ []
 Amount due upon WRF's acceptance of Draft Report: \$ []
 Amount due upon WRF's acceptance of the Final Report and final invoice: \$ []

EXHIBIT D
Project 0

Title:

Assignment of Interest in Copyrighted Works

Whereas, _____ whose address is _____ ["Assignor"] makes this assignment having full ownership and authority to make such assignment [or being authorized to make such assignment by _____].

Whereas, Assignor has created and authored the original, tangible expressions of ideas described as follows: _____ (hereafter the "Works"); and

Whereas, the Assignor warrants and represents to own all right, title and interest in and to the Works, including the copyright; and

Whereas, the Water Research Foundation (Foundation) whose principal place of business is located at 6666 W. Quincy Avenue, Denver, Colorado 80235 U.S.A.["Assignee"] is desirous of obtaining all rights in and to the Works, including the copyright.

NOW, THEREFORE, in return for grants provided to Assignor by Assignee for research, said Assignor does hereby assign unto the said Assignee all world-wide right, title and interest in and to the said Works, including the right to transfer any registration of copyright, or file application for copyright registration for such Works as Owner.

By: _____ Date _____ Approved and authorized individual by _____ Date _____

Title _____ Title for Legal Department _____
For _____ For _____

Assignor Name/Entity _____ Assignor Name/Entity _____

State of _____ }
County of _____ } ss

On this _____ day of _____, 201_, _____ [Assignor or authorized agent] appeared before me, the person who signed this instrument, and of his/her own free will executed this document [on behalf of the identified corporation or other entity with authority to do so].

Notary Public _____ Comm'n. Exp. _____