

Facilitated Research Services Program  
Project Funding Agreement  
«ProjectNumber»  
“«PropTitle»”  
Between  
Water Research Foundation  
And  
«ContractorName»

This Project Funding Agreement (hereafter “PFA”) is between the Water Research Foundation, (hereafter “WaterRF”), a Delaware non-profit corporation whose principal place of business is located at 6666 W. Quincy Ave., Denver, Colorado 80235, and «ContractorName» (hereafter “Sub-recipient”), «OrgType» whose principal place of business is located at «ContractorAddressOnly». The PFA is for the provision of research and development as further described in Exhibit A.

The Foundation has selected said Sub-recipient to receive a Foundation research and development grant under the Foundation’s Facilitated Research Services (FRS) Program as more specifically detailed in this PFA.

The parties mutually agree as follows:

**I. DEFINITIONS**

For purposes of this PFA, the terms and definitions detailed below, and throughout this PFA shall control:

- A. “Derivative Work” is defined as a work of authorship that is based on any pre-existing written report, study, test result, or other work of authorship, and that modifies, transforms, or recasts that pre-existing work so as to alter it in any way.
- B. “Educational Purpose” is defined as any non-commercial and non-profit use of Intellectual Property including, but not limited to, a Foundation owned publication or report, as defined by Section I. C. as a research tool and/or reference, or to inform the drinking water community, water utility personnel, or the general public of the outcome of this Project.
- C. “Intellectual Property” is defined as all inventions, innovations, creations, works, reports, figures, tables, processes, designs, methods, formulas, drawings, plans, technical data, specifications, logos, computer programs, computer chips and circuits, whether or not protectable through patent, copyright, trademark, or mask work and whether produced in any medium now known or hereafter produced or developed.
- D. “Principal Investigator” is defined as the Sub-recipient’s employee, as specifically designated herein, with primary responsibility for ensuring that all terms and conditions of this PFA are met and to whom Notices (See X.M.), of insufficiencies shall be given by Foundation.

- E. “Project” is defined as the work to be completed by the Sub-recipient and any Subcontractors pursuant to this PFA and as described more specifically in the Project Proposal.
- F. “Project Advisory Committee” or “PAC” is defined as a group of independent volunteers who are gathered by the Foundation to provide an independent technical review, assistance, and/or expertise to the Foundation regarding the Project.
- G. “Project Manager” is defined as the Foundation’s employee(s), as specifically designated herein, with responsibility for reviewing all actions taken by the Sub-recipient and as having authority to communicate all Foundation decisions concerning the process, procedure, scheduling requirements, funding requirements, and outcome of the Sub-recipient’s Project.
- H. “Prequalification Terms and Conditions” or “PTC” is defined as the terms and conditions entered into by the Foundation and the Sub-recipient for purposes of sub-recipient prequalification to receive awards under the FRS Program. This PFA fully incorporates the terms and conditions of the PTC (Exhibit F).
- I. “Project Proposal” is defined as the initial request by the Sub-recipient for funding and shall include all relevant correspondence and/or other written communications subsequent to that request but prior to the execution of this PFA.
- J. “Sub-recipient” is defined as the named individual(s) and/or entity(ies) described in Section IV of this PFA or the party(ies) entering into this PFA with the Foundation. The singular form of Sub-recipient shall include all individuals and entities detailed herein. The Sub-recipient shall include all officers, directors, employees, affiliates, and agents of the Sub-recipient.
- K. “Subcontractor” is defined as any individual or entity, with whom the Sub-recipient shall separately contract, to complete one or more specific tasks required by the Project.
- L. “WaterRF” is a non-profit corporation organized to sponsor practical applied research on behalf of the drinking water industry through planning, managing, and funding research and development regarding the subject of drinking water. It shall be defined to include all officers, directors, employees, volunteers, independent contractors (with the exception of the Sub-recipient), affiliates, agents, and related entities of the Foundation.

## **II. FACILITATED RESEARCH SERVICES PROGRAM**

- A. Facilitated Research Services Program: The Foundation and the Sub-recipient have identified for Foundation Project \_\_\_\_ entitled, “\_\_\_\_,” to be a part of the Foundation FRS Program. The mission of the FRS Program is to respond rapidly to urgent or immediate research needs of the drinking water community. The primary objectives of the program are to identify time-sensitive issues, fund research to determine of the potential magnitude of the issues and assess the need for further research, and deliver results to utilities in an expeditious manner for the drinking water community.

- B. Prequalification: Only pre-qualified contractors are eligible for project awards under the FRS Program. Prequalification general terms and conditions (PTC) have been mutually agreed to by the Foundation and the Sub-recipient and are referenced in Exhibit F of this PFA.

### III. SERVICES TO BE PROVIDED

- A. Sub-recipient: The Sub-recipient agrees to provide research and prepare written reports as detailed by the Project Proposal attached as Exhibit A to this PFA.
- B. Foundation: The Foundation will provide funds as available for activities detailed by the Project Proposal.

### IV. KEY CONTACTS

A. Foundation Key Contacts:

**Project Manager**

- \_\_\_\_, Project Manager, Water Research Foundation, 6666 W. Quincy Ave., Denver, CO 80235, Phone: (303) \_\_\_\_, Fax: (303) 730-0851, Email: [\\_\\_\\_\\_@WaterRF.org](mailto:____@WaterRF.org)

**Contract Administration**

- Peggy Falor, Contract Administrator, Water Research Foundation, 6666 W. Quincy Ave., Denver, CO 80235, Phone: (303) 734-3424, Fax: (303) 730-0851, Email: [pfalor@WaterRF.org](mailto:pfalor@WaterRF.org).

B. Sub-Recipient Key Contacts:

**Principal Investigator**

- PLEASE PROVIDE

**Co-Principal Investigators**

- PLEASE PROVIDE

**Authorized Representative**

- PLEASE PROVIDE

**Accounting**

- PLEASE PROVIDE

Each party shall provide written Notice of changes in contact persons, addresses, telephone, fax, and email addresses. Changes or substitutions for the Principal Investigator or Co-Principal Investigator require prior written approval from the Foundation as identified in Section X.F.

## V. PFA PERIOD

- A. Period: This PFA shall be effective for the period commencing on \_\_\_\_ and ending on \_\_\_\_\_. The Foundation shall have no obligation for payment of services rendered by the Sub-recipient which are not performed within this specified period.
- B. Time of Performance: All Project tasks, reports, and other obligations shall be completed by the Sub-recipient as detailed in Exhibit B to this PFA.
- C. Surveys: Any and all questionnaires and/or survey instruments to be used in this Project must be submitted to the Foundation for review and approval prior to distribution.

## VI. FUNDING

- A. Source of Funds: All funds provided come from the Foundation solely or the Foundation in conjunction with other private sources.
- B. Condition for Receipt of Foundation Funds: Funds provided by the Foundation to the Sub-recipient under this PFA may not be used by the Sub-recipient as a match or cost-sharing provision to secure Federal monies without prior written approval by the Foundation.
- C. Maximum Amount Available: The Foundation agrees to provide grant money to the Sub-recipient in an amount not to exceed \_\_\_\_ U.S. dollars (\$\_\_\_\_) for the completion of this PFA if not terminated early (*See XIV.E*). The Sub-recipient agrees to provide U.S. dollars (\$\_\_\_\_) Cost Share and \_\_\_\_ U.S. dollars (\$\_\_\_\_) in in-kind contributions as detailed in Exhibit C. For a Project total budget of U.S. dollars (\$\_\_\_\_).

## VII. PAYMENT TERMS AND CONDITIONS

- A. Budget: The PFA Budget, attached as Exhibit C, shall constitute the maximum amount available to the Sub-recipient for work performed under this PFA.
- B. Payment of an Invoice: Payments are based on Foundation Exhibit A. No payment will be disbursed by the Foundation unless and until each Periodic Report is received and accepted. An invoice detailing expenses incurred during the reporting period must be submitted monthly in accordance with Exhibit B. The invoice must also detail all cost-share and third party in-kind for each reporting period. Each invoice should be displayed according to the budget line items in Exhibit A. All invoices must be submitted using the form shown in Exhibit D and must be on the Sub-recipient's letterhead.
  1. Ten percent of the total funding will be disbursed upon receipt of an acceptable draft report, as defined Foundation Exhibit A and is contingent upon actual costs incurred.

2. Final payment will be disbursed subsequent to response to editor queries on the final report, as defined in Foundation Exhibit A. Deliverables and submission of a final invoice detailing final Project costs including cost share and in-kind contributions.
3. The payment of an invoice by the Foundation shall not prejudice the Foundation's right to object to or question any invoice or matter relating to this PFA and shall not be construed as acceptance of any part of the work or service provided.

C. Unallowable Costs: The Sub-recipient's invoice shall be subject to reduction for amounts included in any invoice or prior payment made which are determined by the Foundation not to constitute allowable costs on the basis of audits, reviews, or monitoring of this PFA.

## VIII. REPORTS AND RECORDS

A. Required Deliverables: Required Project deliverables are described on the Foundation website under "Project Guidelines" and are listed in Exhibit B.

## IX. INTELLECTUAL PROPERTY AND PUBLICATION

A. Proprietary Rights to Intellectual Property: The Foundation's primary purpose in funding the Sub-recipient is to further scientific and technological knowledge in the area of research covered by this Project. As such, certain written works created during the course of this PFA are to be owned by the Foundation while patentable inventions are to be owned by the Sub-recipient and other created intellectual property are to be owned by the parties jointly as more specifically delineated below.

B. Foundation Intellectual Property: The Parties intend that the Foundation shall own all U.S. and world-wide copyright in the Project descriptions of these works and reports, and all non-patentable computer software developed as a deliverable for this Project as defined in Foundation Exhibit A. Such property is hereby assigned to the Foundation (hereafter "Foundation Intellectual Property"). No Foundation Intellectual Property shall be utilized or distributed by the Sub-recipient or any Subcontractor in any manner without the Foundation's prior written approval. The Sub-recipient shall execute whatever additional documents are necessary in order to comply with this Paragraph (i.e., for any U.S. Copyright Office application or other world-wide application for copyright protection) (See Exhibit E Assignment of Copyright).

1. The Foundation hereby grants the Sub-recipient a royalty free, nonexclusive license to utilize Foundation Intellectual Property solely for Educational Purposes as defined in section I.C. above.
2. While Sub-recipient may not utilize any Foundation Intellectual Property without prior written permission, reasonable requests to present portions of Foundation Intellectual Property will be seriously considered as Foundation is highly interested in the distribution of the information developed through this PFA.

C. Sub-recipient's Intellectual Property: All patentable inventions and improvements shall be considered Sub-recipient's Intellectual Property, including, but not limited to, the right

to file for patent registration. If the Sub-recipient intends to abandon its rights to any of Sub-recipient's Intellectual Property, Sub-recipient shall assign those rights to the Foundation. Sub-recipient shall not withhold any findings based on Sub-recipient Intellectual Property, patentable or otherwise, from works and reports, as defined on the Foundation website "Project Guidelines," and in Exhibit A. The Sub-recipient shall have the burden of demonstrating the existence of confidential information and/or trade secrets should it designate information as such by legend. If the Sub-recipient is using an existing patent owned by another party, the Sub-recipient must have written permission to use the patent on this Project.

**D. Jointly Owned Intellectual Property:** For the purpose of allowing both the Foundation and the Sub-recipient to make full use of all Intellectual Property developed during the course of this Project which is not defined above as owned by either party solely, certain Intellectual Property shall be considered Jointly Owned Intellectual Property.

1. Jointly Owned Intellectual Property is defined as (a) all Intellectual Property developed during the term of, and pursuant to, this PFA which is not defined above as Foundation Intellectual Property or Sub-recipient's Intellectual Property; (b) all scientific information and data reported in Foundation Intellectual Property such as innovations, creations, processes, designs, methods, formulas, plans, technical data, and specifications; and (c) the Project Proposal, excluding the statement of qualification and resumes.
2. The Sub-recipient hereby assigns to the Foundation an undivided equal share to such Intellectual Property, including the right to apply for copyright registration with the U.S. Copyright Office or similar official repositories throughout the world. The Foundation and the Sub-recipient may each utilize such property, without royalty to the other, for any and all purposes throughout the world. Further, the Sub-recipient hereby grants to the Foundation's subscribers a nontransferable, nonterminable, and nonexclusive license, without royalty, to utilize Jointly Owned Intellectual Property throughout the world. The Sub-recipient shall execute whatever documents are required in order to comply with this Paragraph, including, but not limited to, assignments as necessary for any world-wide copyright protection (See Exhibit E).

**E. Publication of Intellectual Property:** The Foundation encourages the Sub-recipient to publish Jointly Owned Intellectual Property based on this Project and to utilize Foundation Intellectual Property for Educational Purposes as detailed in section I.C. Any publication of the Foundation Intellectual Property must comply with the requirements of Section IX. B.1. and Section IX.B.2. The Sub-recipient agrees to comply with the following steps prior to such distribution, presentation, or publication:

1. The Sub-recipient hereby agrees to provide to the Foundation copies of any such publication or presentation of Jointly Owned Intellectual Property or Foundation Intellectual Property approved for publication/presentation at least three (3) weeks prior to submission of such publication or presentation.
2. The Sub-recipient agrees and understands that it shall not dispose of or injure the Foundation's right to Jointly Owned Intellectual Property or Foundation Intellectual Property, including, but not limited to, any computer software by any presentation or

publication of such property and shall take all steps necessary to preserve the Foundation's rights. This Paragraph shall not prevent the Sub-recipient or the Foundation from transferring its undivided one-half share of the Jointly Owned Intellectual Property to a publication.

3. In the event the Sub-recipient publishes Jointly Owned Intellectual Property and is required by the publisher to assign its copyright ownership to the work, the Sub-recipient agrees to include the following or similar language on any copyright assignment: *The submitted manuscript [publication] [presentation] has been made possible through funding from the Water Research Foundation. The information contained herein is based upon Intellectual Property which is jointly owned by «ContractorName» and the Foundation. The Foundation retains its right to publish or produce the Jointly Owned Intellectual Property in part or in its entirety.*

**F. Student Thesis:** In the event a college or graduate student is employed by Sub-recipient to work on the Project contemplated by this PFA and that student completes a thesis, dissertation, or report relating to this Project, solely for Educational Purposes, the student shall own the copyright in that thesis or report, to the extent necessary for publication while not injuring the Foundation's rights, and such rights shall be reserved to the student in any assignment document or form subsequently executed. In the event a portion of Foundation Intellectual Property or Jointly Owned Intellectual Property is included in that thesis or report, the Foundation hereby grants the student a nonexclusive license to utilize that Foundation Intellectual Property for the specific thesis or report.

**G. Copyright Notice:** Any Jointly Owned Intellectual Property, or Derivative Works thereof, utilized by the Sub-recipient or the Foundation shall include a United States' copyright notice of ownership as detailed below:

©Copyright [year of publication], Water Research Foundation and  
«ContractorName»  
ALL RIGHTS RESERVED

**H. Sub-recipient's Acknowledgement:** Any public presentation or publication by the Sub-recipient, including a student writing a thesis, dissertation, or report, based on the parties' Jointly Owned Intellectual Property, Sub-recipient's Intellectual Property, or any portion of Foundation Intellectual Property, shall include the following, or a similar, statement acknowledging Foundation for providing financial and administrative support: *«ContractorName» gratefully acknowledges that the Water Research Foundation is the joint owner [owner] of the [certain] technical information upon which this publication [manuscript] [presentation] is based. «ContractorName» thanks the Foundation for its financial, technical, and administrative assistance in funding the project through which this information was discovered. This document was reviewed by a panel of independent experts selected by the Foundation. Mention of trade names or commercial products does not constitute the Foundation endorsement or recommendations for use. Similarly, omission of products or trade names indicates nothing concerning the Foundation's position regarding product effectiveness or applicability.*

- I. Disclaimer: All publications and presentations utilizing Foundation Intellectual Property or the Jointly Owned Intellectual Property shall include the following disclaimer: *The comments and views detailed herein may not necessarily reflect the views of the Water Research Foundation, its officers, directors, affiliates or agents.*
- J. Return of Intellectual Property: In the event of early termination, the Sub-recipient shall provide to the Foundation legible copies of all Foundation Intellectual Property and Jointly Owned Intellectual Property within thirty (30) days of receiving a Notice of termination. Further, at the same time, Sub-recipient shall provide copies, and originals where the Sub-recipient has abandoned, or otherwise lost, its rights to patentable inventions or discoveries, to the Foundation. Such information shall be provided in whatever medium is reasonably designated by the Foundation.
- K. Originality: The Sub-recipient shall use its best efforts to warrant that it, and its Subcontractors, are the sole creator(s) and originator(s) of all Foundation Intellectual Property, Sub-recipient's Intellectual Property, and Jointly Owned Intellectual Property as defined herein; none of those rights have been bargained, sold, or conveyed in any other manner to any person or entity except as detailed and permitted by this PFA. Further, the Sub-recipient shall use its best efforts to ensure that no portion of this Project, including any portion completed by Subcontractors, infringes upon the Intellectual Property rights of any other person or entity or violates the common law or statutory right, title, or interest of any person or entity.
- L. The terms of this Section IX. shall survive the termination of this PFA.

## **X. STANDARD TERMS AND CONDITIONS**

- A. Standard terms, which by their nature and intent may continue beyond the termination of the PFA, shall survive the termination of this PFA.
- B. Accuracy of Testing/Quality Assurance: The Sub-recipient shall use its best efforts to ensure that all data and test results developed during the course of this PFA and included, or relied upon, in the Final Report are accurate to the best of its knowledge, information, and belief. In the event the Sub-recipient obtains any data, test results, information derived from such data or test results, or other information to be included in the Project from water utilities or any Subcontractor, the Sub-recipient will utilize reasonable and customary efforts to ensure the accuracy of the information obtained.
- C. Participating Utility Review: The Sub-recipient shall, with each participating utility, (a) grant the participating utility the right to review the Project's use and conclusions concerning that organization's data and/or test results, and (b) provide the participating utility with the reasonable opportunity to correct, or if correction will take an unreasonably long time, to respond to any problems or difficulties uncovered by the data, information, or test results, all of which must occur prior to the publication or use of such information. This provision shall apply to each water utility participating in any manner with the Project, including, but not limited to, providing services, data, materials for testing, test results, and/or documentation. The Sub-recipient shall be responsible for providing letters for review and execution by each participating utility confirming that they have been made aware of the nature of the cooperative relationship and have

reviewed all applicable data, information, or results as described in this Paragraph. Letters of confirmation, signed by a representative for the participating utility, must be received by Foundation with submittal of the Final Report (Exhibit B). If the Sub-recipient has made reasonable efforts but is not able to obtain a Letter of Confirmation with the signature of a representative for the participating utility, the Principal Investigator may submit a signed letter stating this fact and further stating that the participating utility was provided reasonable opportunity to correct or respond to any problems or difficulties as stated above.

1. Indemnification: The responsibilities detailed by this PFA in order to protect the parties' Intellectual Property rights shall continue throughout this PFA and shall survive the termination of this PFA. Further, in addition to the responsibilities detailed elsewhere in this PFA, each of the parties shall have the responsibilities detailed in Exhibit F - Prequalification Terms and Conditions (PTC).
2. Insurance. The Sub-recipient shall maintain a financially sound program of self-insurance or purchased commercial liability insurance covering unfair competition claims and all reckless, intentional, and negligent actions or omissions of any and all of Sub-recipient's officers, directors, employees, agents, and independent contractors and/or Subcontractors in the amount of one million dollars (\$1,000,000.00). Foundation shall be listed on any such insurance as a third-party insured. Proof of such insurance shall be presented to the Foundation pursuant to the schedule detailed by Exhibit B and clearly specify the Project by number and title.
3. Worker's Compensation. The Sub-recipient and all Subcontractors shall maintain Worker's Compensation Insurance which complies with the applicable state laws. Proof of such insurance shall be presented to the Foundation pursuant to the schedule detailed by Exhibit B.

**D. Termination**: This PFA, except for those provisions which, by their own terms, extend beyond the life of this PFA, shall terminate upon the Foundation detailing, in writing, that all terms have been completed. The termination date shall be the date upon which all scheduled events have occurred, including the final accounting, and no further work remains to be completed pursuant to this PFA. The PFA, however, may be terminated earlier for the following reasons:

1. If the Foundation reasonably determines in its sole discretion that the Sub-recipient, or any Subcontractor, is progressing unsatisfactorily, including, but not limited to, failing to comply with this PFA, the Foundation may so Notify the Sub-recipient in writing at any time of the problems/breach with a requirement to cure.
2. If the Sub-recipient fails to eliminate problems detailed by the Foundation, or fails to cure a breach of this PFA when the Foundation provides a cure period, within thirty (30) days of the Foundation's Notice, this PFA shall terminate. The termination date shall be the date on which the thirtieth (30th) day falls.
3. The Sub-recipient may terminate this PFA upon thirty (30) days Notice if circumstances beyond its control completely preclude continuation of the research. Notification of termination of research by the Sub-recipient shall be in writing.

Sufficient effort will be made by the Sub-recipient to consult with the Foundation's PAC to explore options for continuation of the Project that are acceptable to both parties. An accounting of expended funds shall be submitted by the Sub-recipient and all remaining unspent funds, at the time of Notice, will be returned to the Foundation.

4. Any change in Federal, State or local statutes, rules or regulations which significantly alter Sub-recipient's required activity, or any change in the availability of funds, shall be viewed as binding and shall warrant good faith renegotiation of the provisions of the PFA that are affected. This change in circumstance includes suspension or termination of this PFA, or a reduction in granted funds. Such alterations or termination shall not be considered a breach of this PFA and shall not require a thirty (30) day Notice or cure period.
  5. This PFA may be terminated by the Foundation without thirty (30) days notice if the Foundation in its sole discretion reasonably believes the Project is no longer technically feasible or if Sub-recipient has failed to comply with the terms and conditions of this PFA
  6. Upon receipt of the written Notice of termination, the Sub-recipient shall cease all work associated with the PFA.
  7. If termination occurs, the Sub-recipient shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date provided funds are available.
  8. Upon termination for any reason, the Sub-recipient shall have no right to recover from the Foundation any general, special, incidental, consequential, or any other damages of any description or amount. The terms of this Paragraph shall survive the termination of this PFA.
- E. Required Approvals:** The individuals executing this PFA 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 PFA on behalf of the entity for which they sign below.
- F. Modifications:** This PFA may not be modified or amended, nor may any term or provision be waived or discharged, including this particular Paragraph, except in writing, signed upon by both parties.
1. Examples of items requiring the Foundation's prior written approval include, but are not limited to, the following:
    - Deviations from the budget and Project plan.
    - Change in scope or objective of the Project.
    - Change in a key person specified in the application.
    - A 25% or greater reduction in time commitment to the Project by the principal investigator.
    - Need for additional funding.

- Inclusion of costs that require prior approvals as outlined in the appropriate cost principles.
  - Any changes in budget line item(s) as described in Exhibit A of greater than ten percent (10%) of the total.
2. No changes are to be implemented by the Sub-recipient until a written Notice of approval is received from Foundation.
- G. Transferability or Assignment of PFA:** This PFA shall not be assignable by the Sub-recipient without the prior written authorization of the Foundation.
- H. Sub-Contracting:** : The Sub-recipient shall enter into a subcontract for any of the work performed under this PFA provided the Subcontractor(s) have been identified in the original Proposal submitted by the Sub-recipient to the Foundation for funding.
1. Sub-recipient shall require any and all Subcontractors to comply with all applicable terms of this PFA prior to working on the Project in any manner.
  2. Payment for services of any and all Subcontractors shall be the Sub-recipient's sole obligation and responsibility. The Sub-recipient hereby indemnifies and holds the Foundation harmless for any liability concerning such payment. In the event Sub-recipient is a public or quasi-public entity not empowered to indemnify others, Sub-recipient agrees to ensure that the Foundation is not responsible or liable for any such payments or any Subcontractor actions or omissions through appropriate language included in any and all agreements between Sub-recipient and Subcontractors.
- I. Completeness:**
1. This PFA is complete and contains the entire understanding between the parties relating to this PFA.
  2. This PFA supersedes all prior understandings, representations negotiations, and PFAs between the parties written or oral.
- J. Severability:** The provisions of this PFA shall be deemed severable, and the invalidity, illegality or unenforceability of any provision of this PFA shall not affect the validity or enforceability of any other provisions. In the event any provision of this PFA is found to be invalid, illegal, or unenforceable, the parties shall endeavor to modify that clause in a manner which gives effect to the intent of the parties in entering into this PFA.
- K. Exhibits:** All Exhibits attached to or made part of this PFA are incorporated and agreed upon by the parties. In the event a conflict occurs between the terms of an Exhibit and this PFA, the terms of this PFA shall control.
- L. Foundation Liability:** The Foundation shall have no liability except as specifically provided in this PFA. In no event shall any judgment exceed the amount of funds provided by the Foundation to Sub-recipient under this PFA (excluding Federal funds and in-kind funding).

- M. Notices:** Any notice, request, demand, or communication required under this PFA (“Notice”) shall be in writing 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. These Notices shall become effective on the date of receipt or the date specified within the Notice, whichever comes later.
- N. Captions for Convenience:** All captions used in this PFA are for convenience only and shall have no meaning in the interpretation or effect of this PFA.
- O. Construction:** This PFA, and any and all amendments to it, shall not be construed against the drafter.
- P. Force Majeure:** Neither of the parties hereto will be liable for damages for any delay or default in performance during the term hereof if such delay or default is caused by conditions beyond its control, including, but not limited to, acts of God, Government restrictions, continuing domestic or international problems such as wars, threats of terrorism, or insurrections, strikes, fires, floods, work stoppages and embargoes; provided, however, that either party will have the right to terminate this PFA “without breach” upon thirty (30) days prior written Notice if the other party's delay or default due to any of the above-mentioned causes continues for a period of two (2) months.
- Q. Applicable Law/Venue:** This PFA is written and shall be construed in accordance with and governed by the laws of Colorado unless U.S. Federal law applies. However, if legal action is taken against Sub-recipient and federal or state laws exist which govern Sub-recipient exclusively; this PFA shall be construed and interpreted in accordance with such laws. Any action against the Foundation must be brought in a Colorado State Court or U.S. Federal District Court located in Denver, Colorado. The terms of this paragraph will survive the termination of this PFA.

## **XI. INDEPENDENT SUB-RECIPIENT**

- A.** The relationship of the Sub-recipient to the Foundation will be that of an Independent Sub-recipient and no principal-agent relationship or employer-employee relationship is contemplated or created by the parties to this PFA. Neither the Sub-recipient nor any Subcontractor shall be eligible to participate in any Foundation benefit program.
- B.** Sub-recipient shall be solely responsible for selecting, supervising, and compensating individuals employed pursuant to the terms of this PFA.
- C.** Sub-recipient shall be exclusively responsible for the payment to its employees and contractors of all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, compliance with the wage and hour law, and all other employment laws.

IN WITNESS WHEREOF, the parties have caused this PFA to be signed and dated as shown below.

Water Research Foundation

«ContractorName»

\_\_\_\_\_  
By: Robert C. Renner, P.E., D.E.E.  
Title: Executive Director

\_\_\_\_\_  
By: \_\_\_\_\_  
Title: \_\_\_\_\_

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

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

The undersigned below have read and understand the terms, conditions, and deliverables of this Project.

Water Research Foundation

«ContractorName»

\_\_\_\_\_  
By: \_\_\_\_\_  
Title: Project Manager

\_\_\_\_\_  
By: «ContractorPI»  
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 the Foundation.
3. Please return the executed signature page using **one** of the choices below:
  - a. **Email** a scanned PDF to [pfalor@WaterRF.org](mailto: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 three (3) weeks from receipt.
6. The Foundation will email a PDF of this fully executed agreement to you for your files.

**Exhibit A**  
**Project <\_>**

**NOTE**– EXHIBIT A WILL CONSIST OF THE PROJECT PROPOSAL IN THE FINAL DOCUMENT,  
IT IS NOT INCLUDED IN THE DRAFT DOCUMENT]

**«PropTitle»**

Project proposal & all subsequent correspondence. You may wish to include an index to all documents detailing the title of the document, pages for the document, and date of the document.

**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.

«PropTitle»

<b><u>TASK</u></b>	<b><u>DUE DATE</u></b>
Begin Project	Start date
Participant presents Proof of Insurance(s) or Certificate of Self Insurance	30 days after start date
Participant presents Proof of Worker’s Compensation Insurance	30 days after start date
Periodic Report 1 & Invoice	1 month after start date
Periodic Report 2 (incl. tech. summary & web update) & Invoice	2 months after start date
Periodic Report 3 & Invoice	3 months after start date
Draft Report & Invoice	4 months after start date
Final Report & Final Compensation	1 month after draft report
Letters of Confirmation for participating utilities	1 month after draft report
Complete and Submit Exhibit E – Assignment of Copyright	1 month after draft report
Project End & Foundation Publication Date	12 months after draft report

**Note:** Please submit one electronic copy of each Periodic Report in MSWord format. For Draft & Final Reports, please submit one electronic copy & one hard copy in MSWord format.

**Final payment will be disbursed subsequent to PI’s response to editor queries on the final report, as defined in the Foundation’s “Guidelines for \_\_\_ Proposal,” and submission of a final invoice detailing final Project costs including cost share and in-kind contributions. For each report an invoice must be submitted for payment using Exhibit D – printed on your company letterhead.**

**BUDGET SUMMARY**



**Exhibit C**  
**0\_\_**

Contractor: [Sub-recipient]

<b>ORGANIZATION</b>	<b>Award Amount</b>	<b>Cost Share</b>	<b>In-Kind Amount</b>
<b>Participants</b>			
	\$0.00	\$0.00	\$0.00
<b>Sub-recipient</b>			
	\$0.00	\$0.00	\$0.00
<b>Water Research Foundation</b>	\$0.00	\$0.00	\$0.00
<b>TOTALS</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>Total Project Budget \$</b>			

**Award Amount: \$\_\_**

**Amount due upon submission & acceptance of draft report: \$\_\_**

**Amount due upon submission & acceptance of final report and final invoice: \$\_\_**

**Exhibit D – Invoice Form**

For access to the Water Research Foundation website please see:

<http://www.waterrf.org>

To download Exhibit D – Invoice Form please see the Foundation's website:

<http://www.waterrf.org/Research/Administration/contractmaterials>



**«PropTitle»**

**Prequalification Terms and Conditions (PTC) for Project \_\_\_\_.**