



Technology Research Funding Agreement _____

This Technology Research Funding Agreement (“TRFA”) is entered into on _____, (the “Effective Date”) by and among The Water Research Foundation (“WRF”), a Colorado non-profit corporation, whose place of business is located at 6666 W. Quincy Ave., Denver, Colorado 80235, and _____, a _____ whose principal place of business is located at _____ (“Utility”). WRF and Sub-recipient are each a “Party” and together the “Parties.”

WRF has selected certain researchers (“Researcher”) to perform research and testing services for specific technologies owned by third parties (“Technologies”), to which research projects Utility has agreed to contribute resources and assistance, as more specifically detailed in this TRFA. The parties mutually agree as follows:

I. DEFINITIONS. In addition to other terms defined herein, the following defined terms shall apply in this TRFA:

- A. “Contributions” is the resources, expertise, premises, tools, funds, and/or any other assistance that Utility has agreed to provide to contribute to the Project under this TRFA, as detailed in Exhibit A.
- 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 Subcontractor to WRF under the terms of this TRFA.
- C. “Intellectual Property” or “IP” is all rights to copyrights, trademarks, service marks, patents, inventions, 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. “Project” is the **[identify via project number and name; details of researcher tasks do not need to be in this agreement, only the contributions and identification of the project subject]**.
- E. “Final Report” is the final, comprehensive report prepared by the Researcher that will summarize the findings for the Project.

II. GENERAL OBLIGATIONS OF THE PARTIES

- A. **Utility.** Utility will contribute such Contributions, and on the timelines, as described in Exhibit A.
- B. **WRF.** Provided that WRF has received the full Contributions required from Utility, WRF will pay Utility the compensation, if any, as described in Exhibit A. WRF will also manage and oversee disbursement of funds and Contributions, to the extent delivered directly to WRF, to the Researcher, and delivery to Utility of the Final Report accepted by WRF.

III. IP RIGHTS AND PUBLICATION

A. Work Product.

- 1. **Copyrights.** WRF shall own all worldwide copyrights in all the work product that are works of authorship created by Researcher in the course of performing under the Project, including, without

limitation, the Final Report, and any computer software, database, tool, and related documentation developed under the Project (collectively the “Work Product”).

2. **Distribution Permission.** WRF will provide Utility with a PDF copy of the Final Report. The Work Product may not be copied, published, adapted, modified, transferred, posted on an intranet or website, or disclosed in any manner except with WRF’s prior written approval. WRF granting approval will not be unreasonably withheld, though it may be conditioned. WRF has provided approval in certain circumstances prior to publishing the Final Report. To request approval, refer to our copyright page at www.waterrf.org/Copyright.

B. **Publication.** As the owner of Work Product, all rights to publish, distribute, publicly perform, publicly display, and publicly present the Report belong solely to WRF. Notwithstanding the foregoing, Utility 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 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. All copies of or presentations based on the Final Report authorized to be made by WRF shall furthermore conspicuously display all copyright notices required by WRF.

IV. TERM AND TERMINATION

A. **Term.** This TRFA is effective as of the Effective Date, and shall continue for the duration of the Project, ending on WRF’s delivery to Utility of a copy of the Final Report. This TRFA may be terminated earlier for the following reasons:

1. WRF may terminate this TRFA by written notice to Utility at any time in the event of a breach of this TRFA or any requirements of or timelines in the Project by Utility, which breach is not cured within 30 days of Utility’s receipt of the notice of such breach.
2. WRF may terminate this TRFA effective immediately by written notice to Utility parties if WRF reasonably determines that the Project is no longer feasible or its performance desired, or that Researcher is not likely to complete the requirements of the Project on time or on budget, or upon any termination of WRF’s funding agreement with the Researcher.
3. Utility may terminate this TRFA by a 90-day prior written notice to WRF if WRF materially breaches this TRFA and fails to cure that breach within 90 days of its receipt of the notice of such breach.

V. DISPUTE RESOLUTION

A. All disputes between WRF and Utility arising under this TRFA shall be resolved by binding arbitration in Denver, Colorado USA, conducted in accordance with the then effective rules of expedited commercial arbitration of the American Arbitration Association (“AAA”), before one Arbitrator selected in accordance with such rules. The Arbitrator shall have subpoena powers. The decision of the Arbitrator shall be final and binding and may be enforced in any court having proper jurisdiction. Notwithstanding the foregoing, WRF shall be entitled to seek injunctive relief in court, without the need to arbitrate, in order to enforce its IP rights.

VI. 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. **Standard of Performance.** At all times, all obligations performed by Utility pursuant to this TRFA shall be performed in a manner consistent with professional and industry standards, and in compliance with all laws, regulations, and other requirements governing such activities. Utility shall defend, hold harmless, and indemnify WRF and its 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 any material breach of this TRFA, or any actions taken by, or omissions of Utility, its officers, directors, employees, or agents..
- C. **Authority.** The individuals executing this TRFA on behalf of their respective parties hereby represent and certify 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.
- D. **Modifications.** No provision, requirement, or term of this TRFA, including the Contributions or Project, 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.
- E. **No Assignment.** Utility 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.
- F. **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.
- G. **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.
- H. **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 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.
- I. **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 LIABILITY HEREUNDER EXCEED THE FUNDING ALREADY MADE UNDER THIS TRFA.

- J. **Applicable Law/Venue.** This TRFA is written and shall be construed in accordance with and governed by the laws of Colorado unless U.S. Federal law applies.
- K. **Counterparts.** This TRFA may be executed and delivered in counterparts and each shall be valid as if all parties had executed the same document.
- L. **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 Subcontractor, for withholding taxes and providing unemployment and other benefits. Utility shall not represent or imply that WRF's management of this TRFA, its funding of the Project, or its publication of the Final Report in any manner constitutes an endorsement, approval, or expression of any other opinion regarding the Technology or its owner or of Utility.
- M. WRF maintains a non-discrimination policy. For more information, please see the following link: www.waterrf.org/non-discrimination-policies-and-complaint-procedures.

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Project _____

Title:

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

The Water Research Foundation

[Utility]

By: Peter C. Grevatt, PhD
Title: Chief Executive Officer

By: [Authorized Representative]
Title:

Date: _____

Date: _____

Above signed has read and understands the terms, conditions, and deliverables of this TRFA.

Above signed has read and understands the terms, conditions, and deliverables of this TRFA.

DRAFT AGREEMENT DO NOT SIGN

EXHIBIT A
CONTRIBUTION AND COMPENSATION

Project _____

Title:

Contributions:

Utility will contribute _____ in cost share, comprising of personnel, materials, and indirect costs, through completion of the Project.

Utility will make available for use by the Researchers for the Project a [describe] trailer, to be placed [describe] and maintained by Utility throughout the Project. Utility will ensure that the trailer is equipped with [utilities, other retrofitting requirements], and ready to be used by no later than _____.

Compensation:

As rental fee for the trailer and retrofitting services provided by Utility, WRF will pay Utility _____ within ten days of the completion of the Project and delivery of the Final Report to Utility.

DRAFT

**EXHIBIT B
CONTACTS**

WRF Key Contacts:

The Water Research Foundation
6666 West Quincy Avenue
Denver, CO 80235

Name	Title	Phone	Email
	Research Program Manager		
	Project Coordinator		
Justin Papka	Contracts Manager	303-734-3478	jpapka@waterrf.org
Olivia Painter	Contracts Administrator	303-734-3424	opainter@waterrf.org

Utility Key Contacts:

Name & Title	Project Role	Organization & Address	Phone	Email
	PI			
	Authorized Rep.			
	Accounting			
	Contracts			

Each party shall provide written notice of changes in contact persons, addresses, telephone, and email addresses.