



6666 W. Quincy Ave.
Denver, CO 80235-3098

1199 N. Fairfax St., Ste. 900
Alexandria, VA 22314-1445

Date

Name

Re: Project ____ titled, ____

Dear ____:

This Letter of Agreement ("LOA") is entered into between **The Water Research Foundation** ("WRF"), a Colorado non-profit corporation, located at 6666 W. Quincy Avenue, Denver, Colorado 80235 and ____ ("SPONSOR"), whose principal place of business is located at ____ in furtherance of their common interest to support research on behalf of the water community.

SPONSOR Duties. Upon execution of this Agreement, ____ agrees to provide ____ US dollars (\$____) funding to WRF in support of WRF's Project #____ entitled, "____," (hereafter the "Project").

Project scope of work, budget, and funding has been authorized through ____ (Attachment A). The Project will be awarded to ____ ("____") who will be responsible for performing the tasks to be specified in the Project Funding Agreement (PFA) between WRF and _____. ____ will complete the Project per the Scope of Work (Attachment B).

Advance Payment and Disbursement of Funds and WRF Duties. WRF will reasonably monitor the Project with consideration to ____'s input and needs for this Project. WRF will make management decisions regarding this Project. In the event of any disagreement, however, WRF shall have final decision-making authority regarding the Project.

WRF will be solely responsible for, and shall have sole discretion in, the disbursement of the WRF's and all Co-funders' funds (if applicable) to the Sub-recipient. All payments of the Project Funds will be disbursed by WRF directly to _____. The Project Funds is a "not to exceed" amount and no payments in excess of such amount are authorized or required.

Publication. Final report and project contract deliverables will be delivered by _____.

Nonexclusive license. ____ will be granted a non-exclusive, non-transferrable, royalty free, nonterminable, right to use Jointly Owned Intellectual Property developed through the research

Project as that property is defined in Attachment A for educational, noncommercial purposes, without any requirement of accounting to other joint owners.

Contacts. Contacts for this Project are:

Organization	Contact	Contribution
The Water Research Foundation		n/a

In the event the ___ publishes any work (including presentations) based upon Jointly Owned Intellectual Property and are required by the publisher to assign the copyright ownership to the work, ___ 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, and ___. The information contained herein is based upon Intellectual Property that is jointly owned by ___ and The Water Research Foundation. The Water Research Foundation and ___ retain their rights to publish or produce the Jointly Owned Intellectual Property in part or in its entirety. Further, in the event of such publication, ___ will provide a copy of the material to be published (in a presentation or digital or written publication) at least three (3) weeks prior to publication, will allow will provide the WRF with the opportunity to comment upon such material prior to publication, and will make whatever alterations or modifications reasonably requested by the WRF. Approval will not be unreasonably withheld by WRF.

Copyright Notice. Any Jointly Owned Intellectual Property or Derivative Works thereof, shall include a United States' copyright notice of ownership as detailed below:

Copyright [year of publication], The Water Research Foundation and ___
 ALL RIGHTS RESERVED.
 No part of this article may be copied, reproduced, or otherwise utilized without
 permission.

Any WRF Intellectual Property published with WRF permission must contain the following copyright notice:

Copyright [year of publication], The Water Research
 Foundation
 6666 W. Quincy Avenue, Denver, CO 80235 ALL
 RIGHTS RESERVED.
 No part of this article may be copied, reproduced, or otherwise utilized without
 permission.

Acknowledgement. WRF will recognize ___ as [a] cosponsor[s] of the Project of any publication regarding this Project.

Amendments. This Agreement may not be modified or amended, nor may any term or provision be waived or discharged, including this particular Paragraph, except in signed by all parties.

Project Termination. In the event the Project is not progressing as required by the LOA, WRF may terminate that Project and, in such event, will reimburse ___ for the portion of their contribution allocated to the Project which has not already been distributed or earmarked by WRF but not yet invoiced by ___.

Liability/Construction/Headings. In no event shall any judgment/order against the WRF and/or ___ exceed the amount of funds provided by WRF (for claims against WRF) or ___ (for claims against ___) relating in any manner to this Agreement. Further, this Agreement shall not be construed against the drafter; headings are for convenience only.

Dispute Resolution/Mediation. All other disputes arising under this agreement 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. Any final binding determination issued by the Arbitrator shall be in writing within thirty (30) days of the final mediation session. Such written decision may be enforced in any court having proper jurisdiction.

Independent Contractors. The parties are independent contractors to each other. Nothing in this Agreement shall be construed to create an agency, partnership, joint venture, employment, or franchise relationship between the parties. 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.

This Agreement may be executed on separate originals or copies and shall be valid as if all parties had executed the same document. Facsimile or electronic signatures shall be valid as written signature

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Project ____

Title:

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

The Water Research Foundation

[Sub-recipient Organization]

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

By: [Authorized Representative]
Title: _____

Date: _____

Date: _____

The Water Research Foundation

[Sub-recipient Organization]

By:
Title: Research Manager

By:
Title: Principal Investigator

Date: _____

Date: _____

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

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DRAFT AGREEMENT DO NOT SIGN

Attachment A – LOA or authorization from FRS Sponsor

Attachment B – Project SOW