



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

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

DATE

Name
Company
Address
City State

Re: Letter of Agreement for The Water Research Foundation **Project xxxx** titled, “_____.”

Dear _____:

This Letter of Agreement (“LOA”) is entered between **The Water Research Foundation** (“WRF”) a Colorado non-profit corporation, whose principal place of business is located at 6666 W. Quincy Ave., 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.

Project # _____ is funded through WRF’s Facilitated Research Services (“FRS”) program and the _____ (“xxx”). The FRS program enables our utility subscribers to tap into WRF’s research management expertise.

Sponsor Duties. Upon execution of this LOA, ___ agrees to provide _____ US dollars (\$___) in support of WRF Project # _____. ___ will also provide _____ in-kind support for this Project. Funding will be paid in full to WRF upon full execution of this LOA and upon invoicing ___ as provided below under Contacts. If a purchase number is required for payment of an invoice please provide, though the parties acknowledge that Sponsor is not purchasing any products or services from WRF.

The Project scope, budget, and funding has been authorized through ___ (Attachment A). the Project will be awarded to ___ (“___” or Subrecipient) who will be responsible for performing the tasks to be specified in the Project Funding Agreement (“PFA”) between WRD and _____. ___ will complete the Project per the Scope of Work (Attachment B).

WRF Duties. Upon execution of this LOA, WRF will invoice _____ for the funding that is to be paid in full.

Subrecipient costs will be recognized proportionally as costs are incurred. In the event Subrecipient's costs incurred are less than the total funding received from WRF, the funding will be returned on a proportional basis to ____.

WRF will reasonably monitor the Project on behalf of _____ with consideration to _____ input and needs for this Project. A Project Advisory Committee (PAC) has been formed for Project # ____ that consists of independent volunteers selected by WRF 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. All costs and travel expenses will be paid by WRF for PAC members to participate in PAC activities for the Project. In addition, ____ shall assign one staff member to be a liaison to the project. Travel and related expenses for the ____ liaison will be paid by _____. WRF and the PAC will make mutually agreed management decisions regarding this Project. In the event of any disagreement, however, WRF shall have final decision-making authority regarding the Project.

Copyright. If the Project is satisfactorily completed in WRF's sole discretion, WRF may publish the results of the Project. WRF will own all U.S. and world-wide copyright in the reports created as a result of the research deliverable for the Project as defined in the PFA. Sponsor agrees that they will not make any other use of the WRF's copyrighted materials without WRF's prior written permission. Approval for use of such materials for educational, noncommercial purposes, however, will not be unreasonably withheld. Further, any requests Sponsor receives for a printed copy of any printed Final Report should be forwarded to WRF to fulfill the order.

Copyright Notice: If the Project is satisfactorily completed in WRF's sole discretion, WRF may publish the results of the Project. WRF will own all U.S. and world-wide copyright in the reports created as a result of the research deliverables for the Project as defined in the PFA. WRF will provide an electronic PDF of any Final Report published to ____ for placement on ____'s website for internal use and for public viewing. ____ agrees that they will not make any other use of the WRF's copyrighted materials without WRF's prior written permission. Approval for use of such materials for educational, noncommercial purposes, however, will not be unreasonably withheld. Further, any requests ____ receives for a printed copy of any printed Final Report should be forwarded to WRF to fulfill the order.

Nonexclusive license. WRF grants _____, a non-exclusive, non-transferrable, royalty free, nonterminable, without any requirement of accounting, the right to use Intellectual Property developed through this research Project.

Acknowledgement. WRF recognize _____ as the Sponsor and funder of the Project in the Final Report publication.

Integration; Amendments. This LOA is the sole and exclusive statement of the agreement of the parties, and supersedes all prior or contemporaneous understandings and agreements between the parties, with respect to Project # _____. This LOA may not be modified, amended or supplemented, including by conflicting or additional terms in any purchase order or other ancillary document issued by Co-Funder in connection with this LOA, nor may any term or provision in this LOA be waived or discharged, including this Paragraph, except in a written amendment to this LOA, 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 the Sponsor.

Liability/Construction/Headings. In no event, shall any judgment/order against WRF and/or Sponsor exceed the amount of funds provided by WRF (for claims against WRF) or Sponsor (for claims against WRF) 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. In the event, any co-funder has a disagreement with another co-funder, each agrees to submit such dispute to a mediator chosen by both parties, with each party shall be responsible for their own costs of mediation.

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.

Contacts. Co-funder contacts for this Project are:

Organization	Contact	Contribution
Sponsor	Name: Title: Phone: Email:	\$ 0.00 USD

The Water Research Foundation (WRF)	Research Program Manager: Phone: Email: Project Coordinator: Phone: Email: Christine Conville Contracts Manager Phone: 303.734.3424 Email: cconville@WaterRF.org	\$0.00 USD
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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 signatures.

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Project ____

Title:

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

The Water Research Foundation

Sponsor

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

By: [Authorized Representative]
Title: _____

Date: _____

Date: _____

The Water Research Foundation

By:
Title: Research Program Manager

Date: _____

DRAFT AGREEMENT DO NOT SIGN

**ATTACHMENT A, B
(scope, budget, deliverables)**

Project ____

Title:

DRAFT