

Project Funding Agreement «ProjectNumber»
“«PropTitle»”
Between
Awwa Research Foundation
And
«ContractorName»

This Project Funding Agreement (hereafter “PFA”) is between the Awwa Research Foundation, (hereafter “AwwaRF”), 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”) «ContractorName». The PFA is for the provision of research and development as further described in Exhibit A.

AwwaRF has selected said Sub-recipient to implement activities as described herein to accomplish a public purpose of support authorized by Federal statutes and regulations. 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.** “AwwaRF” 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 AwwaRF.
- B.** “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.
- C.** “Educational Purpose” is defined as any non-commercial and non-profit use of Intellectual Property including, but not limited to, an AwwaRF owned publication or report, as defined by Section I. D. 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.
- D.** “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.
- E.** “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 Notice (See XIII.P.) of insufficiencies shall be given by AwwaRF.

- F. “Program Income” is defined as gross income earned by the Sub-recipient that is directly generated by a supported activity or earned as a result of the award.
- G. “Project” is defined as the work to be completed by the Sub-recipient and any Sub-contractors pursuant to this PFA and as described more specifically in the Project Proposal.
- H. “Project Advisory Committee” or “PAC” is defined as a group of independent volunteers who are gathered by AwwaRF to provide an independent technical review, assistance, and/or expertise to AwwaRF regarding the Project.
- I. “Project Manager” is defined as AwwaRF’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 AwwaRF decisions concerning the process, procedure, scheduling requirements, funding requirements, and outcome of the Sub-recipient’s Project.
- J. “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.
- K. “Sub-recipient” is defined as the named individual(s) and/or entity (ies) described in the introductory paragraph of this PFA or the party (ies) entering into this PFA with AwwaRF. 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.
- L. “Sub-contractor” 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.
- M. Additional definitions detailed by 37 CFR 401 et seq. are included in this PFA by reference and may be found at <http://www.gpoaccess.gov/cfr/index.html>.

II. SERVICES TO BE PROVIDED

- A. Sub-recipient: The Sub-recipient agrees to provide research and prepare written reports as detailed by Exhibit B based upon the Project Proposal attached as Exhibit A to this PFA.
- B. AwwaRF: AwwaRF will provide funds as available for activities detailed by the Project Proposal. AwwaRF hereby represents that this PFA is fully funded as of the date of its execution; however, the parties understand that U.S. Federal funding can be withdrawn by the funding agency (___) at any time (See XIII.E. below).

III. KEY CONTACTS

A. AwwaRF Key Contact:

Project Manager

- «RFProjMgr», Project Manager, Awwa Research Foundation, 6666 W. Quincy Ave., Denver, CO 80235, Phone: «RFProjMgrPhone», Email: «RFProjMgrEmail».

Contract Administration

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

B. Sub-Recipient Key Contacts:

Principal Investigator

- PI Info Goes Here

Co-Principal Investigators

- CoPI Info Goes Here

Authorized Representative

- Authorized Rep Info Goes Here

Contract Administration

- Contract Rep Info Goes Here

Accounting

- Accounting Rep Info Goes Here

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 AwwaRF as identified in Section XIII.G.

IV. PFA PERIOD

- A. Period:** This PFA shall be effective for the period commencing on ____ ending on _____. AwwaRF shall have no obligation for payment of services rendered by the Sub-recipient which are not performed within this specified period. The Sub-recipient may incur pre-award costs 90 calendar days prior to the award date when such costs are related to preparation of the Quality Assurance Project Plan as identified in Section XIII.B.
- B. Time of Performance:** Sub-recipient shall complete all Project tasks, reports, and other obligations according to the performance schedule detailed in Exhibit B (which may be amended from time to time upon mutual agreement of the parties)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.

V. FUNDING

- A. Source of Funds:**

1. This Project is being funded partially or in full by funds through «grantno» No. «grantno», the full and complete terms and provisions of which are hereby incorporated into this PFA by this reference. This document can be found on the web at

[EPA Cooperative Agreement CR-83110401-0](#) PDF 554kb

Or

[EPA Cooperative Agreement X-83294801-0](#) PDF 493kb

2. Federal funds for this Project are identified by the Catalog of Federal Domestic Assistance (CFDA) number 66.____ Environmental Protection Consolidated Research.
- B. Condition for Receipt of AwwaRF Funds:** Funds provided by AwwaRF to the Sub-recipient under this PFA may not be used by the Sub-recipient as a match or cost-sharing provision to secure other federal monies without prior written approval by AwwaRF.
- C. Maximum Amount Available:** AwwaRF agrees to pay the Sub-recipient a sum not to exceed «TotalProjectRFShareText» US dollars («TotalProjectRFShare») for the term of this PFA if not terminated early (See XIII.E.). The Sub-recipient agrees to provide a cost-share amount of «TotalProjectCostShareText» US dollars («TotalProjectCostShare»)«TotalProjectCostShare»), . for a total Project budget of «TotalProjectRFShareText», («TotalProjectRFShareText»).
- D. Subject to Funds Availability:** This PFA is fully funded as of the date of execution by AwwaRF. If the funds become otherwise unavailable or reduced thereafter, AwwaRF reserves the right to reduce or terminate this PFA upon written Notice to the Sub-recipient without such action being considered a breach of this PFA (See XIII.E.). AwwaRF will provide the Sub-recipient with Notice of any change in funding as practicable, but in no event longer than thirty-six (36) business hours after being informed of a change in funding.

VI. AUTHORIZING STATUTES AND REGULATIONS

- A. Sub-recipient Uniform Administrative Requirements:** For each type of Sub-recipient organization, there is a set of Federal uniform administrative requirements (“Uniform Administrative Requirements”) which are hereby made part of this PFA by reference. The Sub-recipient agrees to comply with the applicable Uniform Administrative Requirements which are applicable to Sub-recipient’s type of organization, including, but not limited to, requirements for the use and tracking of Program Income generated from funds received. The following list are examples, but are not meant to be exclusive, of applicable Uniform Administrative Requirements:
- For a State, local or Indian tribal government, the applicable Uniform Administrative Requirement is OMB Circular A-102 (including the “Common Rule”).
 - For a Non-Profit Organization, Institution of Higher Education, Hospital, or For Profit (Commercial) organization, the applicable Uniform Administrative Requirement is 2 CFR 215.

- The Sub-recipient is solely responsible for obtaining, reviewing and understanding all federal rules, regulations and statutes applicable to federal funding and this Project, which federal rules, regulations and statutes are hereby included by this reference in this PFA. (See <http://www.gpoaccess.gov/cfr/index.html>).
 - In accordance with the federal funding for this Project, the Sub-recipient must report any and all survey costs related to this Project with each reimbursement request submitted to the Foundation (See Exhibit D). In order to comply with the “Paperwork Reduction Act of 1995”, all survey costs will be disbursed from Foundation funds. ([See http://www.whitehouse.gov/omb/inforeg/print/prarep2.html](http://www.whitehouse.gov/omb/inforeg/print/prarep2.html)).
- B. Statutes and Program Regulations:** For each Federal grant program there are applicable Federal statutes and/or codified federal program regulations and applicable administrative and policy rules that AwwaRF is authorized and obligated to implement as the Pass-Through-Entity (PTE) for which Sub-recipient is also solely responsible and which are hereby included by this reference in this PFA whether or not specifically referenced herein. This information is to be used by the Sub-recipient to determine the manner in which the work is performed under this PFA.

VII. PAYMENT TERMS AND CONDITIONS

- A. Advance Payment:** An advance of \$___ US dollars shall be paid to the Sub-recipient upon execution of this PFA. Sub-recipient shall be permitted to use the same for performance of the Project immediately upon the receipt of the same and may not utilize these funds for any other purposes.
- B. Budget:** The PFA Budget, attached as Exhibit C, shall constitute the maximum amount available to the Sub-recipient for work performed under this PFA.
- C. Payment of an Invoice:** Payments are based on submission of the Periodic Report as defined on the AwwaRF website “Proposal Guidelines” which is hereby made part of this PFA by reference (See <http://www.awwarf.org/research/ProjectAdmin/docs/solicited.pdf>). No payment will be disbursed by AwwaRF unless and until each Periodic Report (to be submitted every three months with invoices) is received and accepted (such acceptance not to be unreasonably withheld). An invoice detailing expenses incurred during the reporting period must be submitted every three months 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. Sub-recipient shall be paid as follows:
1. The initial ten percent (10%) advance payment, to be paid to Sub-recipient as detailed in Section VII.A, is to be reflected on all invoices as an advance into each reporting period including the final invoice.
 2. Ten percent (10%) of the total funding will be held back from quarterly invoiced amounts and not disbursed to Sub-recipient until receipt of an acceptable draft report, as

defined on the AwwaRF website “Proposal Guidelines,” and such funding is contingent upon actual costs incurred.

3. An additional ten percent (10%) of the total funding will be held back from quarterly invoices amounts and disbursed subsequent to response to editor queries on the final report, as defined on the AwwaRF website “Proposal Guidelines,” and submission of a final invoice detailing final Project costs including cost share and in-kind contributions.
 4. The payment of an invoice by AwwaRF shall not prejudice AwwaRF’s right to object to or question any invoice or matter in accordance with this PFA and shall not be construed as acceptance of any part of the work or service provided.
- D. 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 AwwaRF not to constitute allowable costs on the basis of audits, reviews, or monitoring of this PFA in accordance with AwwaRF’s standards and any applicable Federal Uniform Administrative Requirements applicable to this PFA.
- E. Deductions & Withholdings:**
1. AwwaRF may deduct amounts or withhold payments invoiced by the Sub-recipient if the Sub-recipient fails to comply with any of AwwaRF’s standards and the Federal Uniform Administrative Requirements applicable to this PFA.
 2. Funds withheld due to unsatisfactory compliance with Any AwwaRF standards and/or Federal Uniform Administrative Requirements may be restored upon satisfactory correction or completion of the condition that caused the withholding.

VIII. STANDARDS FOR FINANCIAL MANAGEMENT

A. Financial Management System:

1. The Sub-recipient will maintain an accounting system and a set of accounting records that, at a minimum, allows for the identification of individual Projects by source of revenue and expenditures related to this PFA.
 2. All costs will be supported by source documentation.
 3. The Sub-recipient’s accounting records will be the basis for generating financial reports that must reflect accurate and complete data. In addition, financial records must be properly closed out at the end of the PFA period and all reports submitted in a timely manner.
- B. Cost Principles:** For each type of Sub-recipient organization, there is a set of Federal cost principles for determining allowable costs with which principles the Sub-recipient agrees to comply and which principles are hereby included by this reference in this PFA. Allowable costs are determined in accordance with the cost principles applicable to the type of organization incurring the costs. The following is a non-exclusive example of a list of organization types and the applicable cost principles to be used:

- State, local or Indian tribal government, OMB Circular A-87.
- Non-profit organization (NPO), 2 CFR 230.
- Institution of Higher Education, 2 CFR 220.
- Hospitals, 45 CFR 74.
- Commercial (For Profit) 48 CFR Part 31.2, and selected Non-profit organizations.

C. Indirect Costs and Allocation of Costs:

1. If the Sub-recipient charges indirect (overhead) costs to the PFA, an “Indirect Cost Proposal” must be prepared in accordance with the applicable cost principles referenced in Section VIII.B.
2. The Sub-recipient must comply with one of the three following criteria for payment of in-direct costs by AwwaRF.
 - a. An approved “Indirect Cost Negotiation Agreement” from the cognizant Federal agency if the Sub-recipient is a direct recipient of Federal grants;
 - b. An approved “Indirect Cost Negotiation Agreement” from a state or local government agency that has agreed to review and approve the Sub-recipient’s in-direct cost proposal; or
 - c. A written statement from an independent certified public accounting firm attesting that the proposal complies with the requirements of the applicable cost principle and provides the basis of the calculated rate.

IX. PROCUREMENT STANDARDS

A. Procurement Standards:

1. Standards for procurement are outlined in the Federal Uniform Administrative Requirements, applicable to the organization type to which the Sub-recipient belongs and Sub-recipient’s compliance with those standards is required under this PFA (See VI.A. above).
2. These provisions define the standards for use in establishing procedures for procurement of supplies, equipment, and other services which cost is borne in whole or in part as a condition of this PFA.
3. These standards include but are not limited to the following:
 - a. Sub-recipient may use its own procurement policies provided that they adhere to the applicable standards;
 - b. Sub-recipient shall maintain a code of conduct which shall govern the performance of its officers, employees, or agents in contracting with or expending grant funds; and

- c. All procurement transactions shall be conducted in a manner so as to provide for maximum open and free competition.

B. Title to Equipment and Supplies:

1. Sub-recipient shall assume responsibility for the care and maintenance of all equipment pursuant to current Sub-recipient policy and manufacturer's instruction.
2. Title to any equipment and supplies for this Project shall be vested to Sub-recipient with rights to the as directed by any and all applicable federal Uniform Administrative Requirements.

X. AUDITS AND MONITORING

A. Audit Procedures: The expenditure of funds under this PFA may be subject to the annual audit requirements of the Federal government (e.g., the Single Audit Act of 1984, Public Law 98-502, the Single Audit Act Amendments of 1996, Public Law 104-156, and the Office of Management and Budget audit requirements implemented in OMB Circular A-133).

B. Monitoring:

1. The Sub-recipient may receive an on-site review from AwwaRF, or its authorized representatives, in addition to review(s) from Federal government personnel. Monitoring staff may review Project and/or financial activity relating to the terms of this PFA. Upon request, AwwaRF or its authorized representatives shall be given full and complete access to all pertinent information related to the performance of this PFA to ensure compliance with Project activities and consistently applied costs in the PFA.
2. The Sub-recipient shall provide to AwwaRF and its authorized representatives all technical staff, assistance, and information needed to enable AwwaRF or Federal government personnel to perform its monitoring function. This assistance from the Sub-recipient includes, but is not limited to, information about the Sub-recipient's Project operation, accounting, and data-base systems.

C. Program and Financial Deficiencies:

1. Through audits, reviews, monitoring, or other means, AwwaRF may find the Sub-recipient to have program or financial deficiencies in the performance of the PFA. Such deficiencies may include, but are not limited to, the areas of accounting, financial controls, budgeting, and/or Project compliance issues. If deficiencies are found, AwwaRF may require the Sub-recipient to take corrective action and to submit a written corrective action plan to address identified deficiencies. All corrective action plans must be accepted by AwwaRF or its authorized representatives. Any corrective action must be satisfactorily completed within the 30 day "cure period." (See XIII.E.2)
2. AwwaRF, in its sole discretion, may require Sub-recipient to submit periodic written verification that measures have been taken to implement the corrective action. If the Sub-recipient fails to demonstrate its compliance with the approved corrective action

plan within the time constraints set by AwwaRF in its sole discretion, AwwaRF may, at its option, exercise its rights to terminate this PFA. AwwaRF may exercise any of the other rights and remedies available to it at law or in equity.

XI. REPORTS AND RECORDS

A. Required Deliverables: Required Project deliverables are described on the AwwaRF website under “Project Guidelines” and are listed in Exhibit B. In addition, the Sub-recipient is required to provide any Cofunders to this Project that are contributing cash with the same deliverables outlined in Exhibit B.

B. Record Retention:

1. Sub-recipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to this PFA for a period of three years from the date of payment of final invoice.
2. If any litigation, claim, or audit is started before the expiration of the three year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.
3. Records for equipment acquired through any funding provided to Sub-recipient through this Agreement shall be retained for three years after final disposition.

C. Access to Records:

1. The AwwaRF staff or its representatives, or the EPA and its Inspector General, Comptroller General of the United States, Non-Federal (A-133) Auditors, or any duly authorized representatives have the right of timely and unrestricted access to any books, documents, papers, or other records of the Sub-recipient, upon forty-eight business hours Notice in order to perform audits, monitoring reviews, or other types of site visits during regular operating hours of Sub-recipient.
2. This right also includes timely and reasonable access to the Sub-recipient's available past and present personnel for the purpose of interviewing and disclosing matters related to such documents.
3. The rights of access are not limited to the required three (3) year period.
4. Sub-recipient waives any confidentiality, privacy privilege, or proprietary defenses regarding audits or monitoring subject to AwwaRF (or its representatives of the Federal agency keeping any Sub-recipient proprietary technical and/or scientific information confidential if such material is appropriately marked as “Confidential,” is not already in the public domain prior to disclosure, is required to be disclosed as a result of court order, legal process or government action or applicable law of regulation, or was already known to others not under a requirement to maintain its confidentiality).

XII. INTELLECTUAL PROPERTY AND PUBLICATION

- A. Proprietary Rights to Intellectual Property:** AwwaRF's primary purpose in funding the Sub-recipient is to further scientific and technological knowledge in the area of research covered by this Project. Rights to patented inventions or inventions in the process of being patented, created by Sub-recipient, including software inventions, made under this PFA shall be owned by Sub-recipient subject to the provisions of 2 CFR 215; and 37 CFR 401 which are made part of this PFA by reference, except where superceded by this Section XII. or the Grant Agreement.
- B. AwwaRF Intellectual Property:** The Parties intend that AwwaRF and the Federal awarding agency shall own all U.S. and world-wide copyright in the Scope of Work, all Periodic Reports, all Draft Reports, the Final Report, and the Project Profile, all drafts of these works and reports, and all non-patented computer software developed as a deliverable for this Project as defined on the AwwaRF website "Proposal Guidelines," and in Exhibit A. Such property is hereby assigned to AwwaRF (hereafter "AwwaRF Intellectual Property"). No AwwaRF Intellectual Property shall be utilized or distributed by the Sub-recipient or any Sub-contractor in any manner without AwwaRF'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. AwwaRF hereby grants the Sub-recipient a royalty free, nonexclusive license to utilize AwwaRF Intellectual Property solely for Educational Purposes as defined in section I.C. above. Sub-recipient agrees to Notify AwwaRF of any such use (See XII.E. below).
 2. While Sub-recipient may not utilize any AwwaRF Intellectual Property without prior written permission except as granted in Section XII.B.1 above, reasonable requests to present or publish portions of AwwaRF Intellectual Property will be seriously considered as AwwaRF is highly interested in the distribution of the information developed through this PFA (See XII.E. below).
 3. The U.S. Government is granted those Intellectual Property rights detailed by any and all applicable federal rules and regulations unless waived by the EPA, including, but not limited to, those requirements of 2 CFR 215.36, 37 CFR 401, and OMB Circular A-102.
- C. Sub-recipient's Intellectual Property:** Except as otherwise detailed by Section XII.B. or D., or as limited by the applicable Federal statute, regulation, or rule, or the Cooperative Agreement, all patented inventions and improvements (or in process of being patented) shall be considered Sub-recipient's Intellectual Property, including, but not limited to, the right to file for patent registration. The Sub-recipient shall be responsible for any and all disclosures required to the U.S. Government. If the Sub-recipient intends to abandon its rights to any of Sub-recipient's Intellectual Property, Sub-recipient shall notify AwwaRF of the same and assign to AwwaRF those rights upon timely request not accruing to the United States Government under 37 CFR 401. Sub-recipient shall not withhold any findings based on Sub-recipient Intellectual Property, patentable or otherwise, from works and reports, as defined in the AwwaRF "Guidelines for Solicited Proposals," 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 and that designation is questioned by the U.S. Government. If the Sub-recipient is using an existing patent or pre-existing

patented material owned by another party, the Sub-recipient must have mentioned the same in Sub-recipient's Project Proposal as attached as Exhibit A and must obtain written permission to use the patent on this Project. Copies of any permission or licenses granted shall be provided to AwwaRF upon execution. All permission must be provided AwwaRF prior to completion of any Draft of the Final Report.

D. Jointly Owned Intellectual Property: For the purpose of allowing both AwwaRF 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 AwwaRF Intellectual Property, Sub-recipient's Intellectual Property, or as U.S. Government's Intellectual Property as detailed in Section XII.B.3.; (b) all scientific information and data reported in AwwaRF 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 AwwaRF 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. AwwaRF 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 AwwaRF'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: AwwaRF encourages the Sub-recipient to publish Jointly Owned Intellectual Property based on this Project and to utilize AwwaRF Intellectual Property for Educational Purposes as detailed in Section I.C. Any publication of AwwaRF Intellectual Property must comply with the requirements of Section XII. B.1. and Section XII.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 AwwaRF copies of any such publication or presentation of Jointly Owned Intellectual Property or AwwaRF 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 AwwaRF's right to Jointly Owned Intellectual Property or AwwaRF 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 AwwaRF's rights. This Paragraph shall not prevent the Sub-recipient or AwwaRF 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 Awwa Research Foundation and . The information contained herein is based upon Intellectual Property that is jointly owned by «ContractorName» and AwwaRF. AwwaRF retains its right to publish or produce the Jointly Owned Intellectual Property in part or in its entirety.*
 4. Sub-recipient agrees to acquire permission to use any third-party copyrighted materials utilized in any manner in connection with the Project. The permission needs to cover both print and electronic versions of a report that will be published by AwwaRF and/or third party. Reference the AwwaRF Format-Style Guide Chapter 4: Use of Copyrighted Material. The Sub-recipient should complete the copyright permission letter that is located on the Web at <http://www.awwarf.org/research/projectAdmin/docs/SampleLetter.doc> Sub-recipient agrees to provide full ownership and license information for any such materials; and AwwaRF agrees to include appropriate acknowledgements for all original sources in published AwwaRF Intellectual Property.
- 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 AwwaRF'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 AwwaRF Intellectual Property or Jointly Owned Intellectual Property is included in that thesis or report, AwwaRF hereby grants the student a nonexclusive license to utilize that AwwaRF Intellectual Property for the specific thesis or report. The student must obtain proper authorization from the U.S. government, where necessary, to utilize any Intellectual Property owned by the Federal government pursuant to any applicable federal statute, regulation or rule (e.g., 2 CFR 215.36 and OMB Circular A-102.34 subpart C and 37 CFR 401).
- G. Copyright Notice:** Any Jointly Owned Intellectual Property, or Derivative Works thereof, utilized by the Sub-recipient or AwwaRF shall include a United States' copyright notice of ownership as detailed below:

- Any AwwaRF and Sub-recipients Jointly Owned Intellectual Property should read.

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

No part of this article may be copied, reproduced, or otherwise utilized without permission.

- Any AwwaRF Intellectual Property must contain the following copyright notice.

No part of this article may be copied, reproduced, or otherwise utilized without permission.

- 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 AwwaRF Intellectual Property, shall include the following, or a similar, statement acknowledging AwwaRF for providing financial and administrative support:
«ContractorName» gratefully acknowledges that the Awwa Research Foundation is the joint owner [owner] of the [certain] technical information upon which this publication [manuscript] [presentation] is based. «ContractorName» thanks AwwaRF and for their financial, technical, and administrative assistance in funding and managing the project through which this information was discovered.

The research on which this report is based was funded, in part, by «grantno» No. «grantno» with the Awwa Research Foundation (AwwaRF). Unless an EPA logo appears on the cover, this report is a publication of AwwaRF, not the EPA. Funds awarded under the Cooperative Agreement cited above were not used for editorial services, reproduction, printing, or distribution. This document was reviewed by a panel of independent experts selected by AwwaRF. Mention of trade names or commercial products does not constitute AwwaRF or EPA endorsement or recommendations for use. Similarly, omission of products or trade names indicates nothing concerning AwwaRF's or EPA's positions regarding product effectiveness or applicability.

- I. Disclaimer:** All publications and presentations by Sub-recipient or its students utilizing AwwaRF 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 Awwa Research Foundation, its officers, directors, affiliates or agents, or the views of the U.S. Federal Government.*
- J. Return of Intellectual Property:** In the event of early termination, the Sub-recipient shall provide to AwwaRF legible copies of all AwwaRF Intellectual Property and Jointly Owned Intellectual Property, within thirty (30) days of receiving a Notice of termination. Further, Sub-recipient shall provide copies, and originals where the Sub-recipient has abandoned, or otherwise lost, its rights to patentable inventions or discoveries, as provided by 37 CFR 401 et. seq., to the EPA. Such information shall be provided in whatever medium is reasonably designated by AwwaRF or EPA, respectively. No final payments will be made without proper provision of such Intellectual Property.
- K. Originality:** The Sub-recipient shall verify and ensure that it, and its Sub-contractors, are the sole creator(s) and originator(s) of all AwwaRF 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 completed by Sub-recipient of this Project, including

any portion completed by Sub-contractors, 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. Background Intellectual Property. This PFA shall not be construed as implying that either party hereto shall have the right or license (express or implied) to use background Intellectual Property of the other in connection with this Project except as otherwise provided hereunder or required by Federal government regulations. Background intellectual property includes property and the legal right therein of either party developed before or independent of this PFA or the Project including inventions, patent applications, patents, copyrights, trademarks, mask works, trade secrets, know how and any information embodying proprietary data such as technical data and computer software.
- M. Other Research. AwwaRF understands that Sub-recipient may be involved or become involved in similar or related research on behalf of itself and others. Subject to any confidentiality and Intellectual Property sections of this PFA, noting contained in this PFA shall be construed to limit or impair the freedom of Sub-recipient or its researchers to conduct research for itself or third-parties nor to grant AwwaRF any right to such other research or Intellectual Property, created as a result of the same.
- N. The terms of this Section XII. shall survive the termination of this PFA.

XIII. 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. Since this is a «TotalProjectRFShareText» funded Project, a written quality assurance project plan (QAPP) will be submitted to AwwaRF before data collection and analysis begins in accordance with Exhibit B. The QAPP will conform to the manual for writing quality assurance plans EPA/240/B-01/003, March 1, 2001. The QAPP must be approved before any data collection and analysis begins on this Project. 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 Sub-contractor, 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 AwwaRF 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.

D. 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 below:

1. Responsibilities of AwwaRF. If the Sub-recipient experiences any problems relating to the completion of this Project or PFA from third parties, including, but not limited to, liabilities, obligations, damages, losses, costs, claims, lawsuits, causes of action, or demands, AwwaRF's sole obligation will be to provide evidence of this PFA and the grant provided. AwwaRF will be responsible only for proven direct damages caused directly by its then current insured actions or omissions in breach of this PFA and not special, consequential, or other damages, or any attorneys' fees or costs, whether known or not.
2. Responsibilities of the Sub-recipient. At all times, all obligations performed by the Sub-recipient or by any Sub-contractors pursuant to this PFA shall be performed in a manner consistent with or exceeding the research professional standards customarily governing such services. Further, the Sub-recipient shall to the fullest extent permitted by law, hold harmless and indemnify AwwaRF 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 actions taken by, or omissions of, the Sub-recipient, its officers, directors, Sub-contractors, employees, independent contractors, agents, or other related entities or individuals arising from (i) any actions or omissions of the Sub-recipient or its Sub-contractors, (ii) any use or misuse of Intellectual Property claimed to be owned by another, or (iii) any material breach of this PFA by Sub-recipient. Such indemnification shall be in proportion and to the extent liability, obligation, damage, loss, cost claim, lawsuit, cause of action, or demand are caused by or result from the reckless, intentional, or negligent acts or omissions of the Sub-recipient, its officers, directors, Sub-contractors, employees, independent contractors, agents, or other related entities or individuals.
3. Responsibilities of Public Entities. In the event the Sub-recipient is a public entity or quasi-public entity which, by state statute, is not permitted to indemnify others, Sub-recipient agrees to be responsible, to the fullest extent available under the law, for 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, attorney's fees and costs, arising from any actions taken by, or omissions of, the Sub-recipient its officers, directors, Subcontractors, employees, independent contractors, agents or other related entities or individuals arising from (i) any use or misuse of Intellectual Property claimed to be owned by another, or (ii) any material breach of this PFA by Sub-recipient. Such fiscal responsibility shall be in proportion and to the extent liability, obligation damage, loss, cost claim, lawsuit cause of action, or demand are caused by result from the reckless, intentional, or negligent acts or omissions of the Sub-recipient, its officers, directors, Subcontractors, employees, independent contractors, agrees, or other related entities or individuals. Further, Sub-recipient agrees to ensure that all individuals or entities involved in the completion of this PFA that/who may indemnify others are required to so indemnify AwwaRF and its publisher through a written agreement acceptable to AwwaRF.

4. Insurance. The Sub-recipient shall maintain a financially sound program of self-insurance or purchased commercial liability insurance covering any and all of Sub-recipient's officers, directors, employees, agents, and independent contractors and/or Sub-contractors in the amount of one million dollars (\$1,000,000.00). Proof of such insurance shall be presented to AwwaRF pursuant to the schedule detailed by Exhibit B and clearly specify the Project by number and title.
 5. Worker's Compensation. The Sub-recipient and all Sub-contractors shall maintain Worker's Compensation Insurance which complies with the applicable state laws. Proof of such insurance shall be presented to AwwaRF pursuant to the schedule detailed by Exhibit B.
- E. Termination:** This PFA, except for those provisions which, by their own terms, extend beyond the life of this PFA, shall terminate upon AwwaRF 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 AwwaRF reasonably determines in its sole discretion that the Sub-recipient, or any Sub-contractor, is progressing unsatisfactorily, including, but not limited to, failing to comply with this PFA, AwwaRF 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 AwwaRF, or fails to cure a breach of this PFA when AwwaRF provides a cure period, within thirty (30) days of AwwaRF'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 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 AwwaRF'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 AwwaRF.

4. Any change in Federal 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 30 day Notice or cure period.
 5. This PFA may be terminated by AwwaRF without 30 days Notice if AwwaRF 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 under this Section XIII., 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 AwwaRF 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.
- F. 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.
- G. 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 AwwaRF's prior written approval include, but are not limited to, the following:
 - Deviations from the Project plan.
 - Change in scope or objective of the Project.
 - Change in a key person specified in the application.
 - The absence for more than three months or a 25% reduction in time 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 AwwaRF.
- H. Transferability or Assignment of PFA:** This PFA shall not be assignable by the Sub-recipient without the prior written authorization of AwwaRF.
- I. Sub-Contracting:** The Sub-recipient shall not enter into a subcontract for any of the work performed under this PFA without obtaining the prior written approval of AwwaRF. If Sub-contractors are approved by AwwaRF, the subcontract shall contain, at a minimum, sections of this PFA pertaining to Debarred and Suspended Vendors, Lobbying certification, Audit Requirements, and/or any other Project Federal, state and local requirements.
1. Sub-recipient shall require any and all Sub-contractors 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 Sub-contractors shall be the Sub-recipient's sole obligation and responsibility. The Sub-recipient hereby indemnifies and holds AwwaRF harmless for any liability concerning such payment.
- J. 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.
- K. 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.
- L. AwwaRF Right of Approval:** AwwaRF shall have the right, in its sole discretion, to refuse to permit any employee of the Sub-recipient, or employee of an approved agent, assignee, or Sub-contractor of the Sub-recipient, to be located at an AwwaRF work location, or to provide services to AwwaRF or its clientele pursuant to this PFA. Such right of refusal shall not be considered a breach of this PFA.
- M. 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.
- N. Federal Compliance:** The Sub-recipient shall comply with all applicable State and Federal statutes, laws, rules, and regulations in the performance of this PFA, whether included specifically in this PFA or not.

- O. AwwaRF Liability: AwwaRF shall have no liability except as specifically provided in this PFA. In no event shall any judgment against AwwaRF exceed the amount of funds provided by AwwaRF to Sub-recipient under this PFA (excluding Federal funds and in-kind funding).
- P. 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.
- Q. 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.
- R. Construction: This PFA, and any and all amendments to it, shall not be construed against the drafter.
- S. 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.
- T. Security Interest: The Sub-recipient will not grant any security interest in, or allow any lien or encumbrance of any nature upon, any AwwaRF Intellectual Property or Jointly Owned Intellectual Property. The terms of this paragraph will survive the termination of this PFA.
- U. Waiver: Waiver of any provision of this PFA must be in writing to be effective. Waiver by AwwaRF of any breach by the Sub-recipient of any provision of this PFA on any occasion shall not constitute or operate as a waiver of breach of such provision on any other occasion nor a waiver of any breach of other provisions, nor shall any failure to enforce any provision operate as a waiver of such provision hereof by AwwaRF.
- V. 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. If legal action is taken against Sub-recipient, however, this PFA shall be construed and interpreted in accordance with the Federal or State laws which, by statute, are required to govern the Sub-recipient. Any action against AwwaRF 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.

XIV. INDEPENDENT SUB-RECIPIENT

- A. Relationship:

1. The relationship of the Sub-recipient to AwwaRF 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 Sub-contractor shall be eligible to participate in any AwwaRF benefit program.
2. Sub-recipient shall be solely responsible for selecting, supervising, and compensating individuals employed pursuant to the terms of this PFA.
3. 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.

Awwa Research Foundation

«ContractorName»

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

 By: «ContractorAuthRepFirstname»
 Title: «ContractorAuthRepTitle»

Date: _____

Date: _____

The undersigned parties have read and understand the terms, conditions, and deliverables of this PFA.

Awwa Research Foundation

«ContractorName»

 By: «RFProjMgr»
 Title: Project Manager

 By: «ContractorName»
 Title: Principle Investigator

Date: _____

Date: _____

Exhibit A
Project «ProjectNumber»

«PropTitle»

Project proposal & all subsequent correspondence.

«PropTitle»

TASK

DUE DATE

Begin Project	Start date
Scope of Work	30 days after 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
QAPP	30 days after start date
Periodic Report 1 (# copies)	3 months after start date
Periodic Report 2 (includes Technical Summary) (# copies)	6 months after start date
Periodic Report 3 (# copies)	9 months after start date
Periodic Report 4 (includes Technical Summary) (# copies)	12 months after start date
Periodic Report 5 (# copies)	15 months after start date
Periodic Report 6 (includes Technical Summary) (# copies)	18 months after start date
Periodic Report 7 (# copies)	21 months after start date
Periodic Report 8 (includes Technical Summary) (# copies)	24 months after start date
Draft Report (# copies)	27 months after start date
Final Report, Project Profile, & Final Compensation (# copies)	5 months after draft report
Letters of Confirmation for participating utilities	5 months after draft report
Execution of Assignment Documents for Foundation Intellectual Property & Jointly Owned Intellectual Property	5 months after draft report
Project End & Foundation Publication Date	12 months after draft report

NOTE: Final payment will be disbursed subsequent to response to editor queries on the final report, as defined in the AwwaRF “Guidelines for Solicited Proposals,” and submission of a final invoice detailing final Project costs including cost share and in-kind contributions. Please submit # of copies shown for each report. For each report an invoice must be submitted for payment using Exhibit D – printed on your company letterhead.

BUDGET SUMMARY



**Awwa
Research
Foundation**

Advancing the Science of Water®

Exhibit C
Project «ProjectNumber»

Contractor: «ContractorName»

ORGANIZATION	AWARD AMOUNT	COST SHARE	3 RD PARTY IN-KIND
Project Participants			
Budget Information Goes Here			
Contractor			
«ContractorName»		«ProjParticCo ntributionCash »	
Research Foundation			
AwwaRF	«ProjPartic Contributio nCash»		
TOTAL	«ProjParticC ontributionC ash»	«ProjParticC ontributionC ash»	«ProjParticC ontributionC ash»

<p>Award Amount Amount due upon submission of draft report Amount due upon submission of final report & final invoice Project Advance</p>	<p>«ProjParticContributionCash» !Undefined Bookmark, TOTALPROJ !Undefined Bookmark, TOTALPROJ !Undefined Bookmark, TOTALPROJ</p>
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Exhibit D - Invoice
Instruction Sheet

1. Please use the attached Exhibit D form when invoicing AwwaRF.
2. Please print Exhibit D on your letterhead and send to the AwwaRF Project Manager.
3. The attached form is password protected. Protected information does not allow changes by users.
4. All user changeable areas are highlighted in light grey. Please fill in only these areas.
5. All "Date" fields are specifically formatted. Please use numbers and slashes (/) to input date:
Example: 7/1/05 will show as 7/01/2005 on spreadsheet
6. The light green area is for AwwaRF staff only. Please do not fill in these areas.
7. Calculated area are protected and may reflect a miscalculation/value response if numbers corresponding with the formula are input as a zero (0).
8. Please do not attempt to recalculate or modify non-grey areas.

Note: 1) Exhibit D (this form) is posted at <http://www.awwarf.org/research/projectAdmin/contractsAndForms.aspx>
 2) Must be submitted on company letterhead (required fields highlighted in yellow).

Exhibit D

Period of Performance:		to		Report Number:		Invoice Date:	
AwwaRF Project Number:				AwwaRF Project Mgr. :			
Project Name:							

Award Amount					
	Budget	% Total Budget	Spent this Period	% Spent To Date	Spent To Date
A. Key Personnel	-	#DIV/0!	-	#DIV/0!	-
B. Other Personnel	-	#DIV/0!	-	#DIV/0!	-
C. Equipment Rental	-	#DIV/0!	-	#DIV/0!	-
Special Equipment	-	#DIV/0!	-	#DIV/0!	-
D. Materials & Supplies	-	#DIV/0!	-	#DIV/0!	-
E. Travel	-	#DIV/0!	-	#DIV/0!	-
F. Subcontracts	-	#DIV/0!	-	#DIV/0!	-
G. Other Direct Costs	-	#DIV/0!	-	#DIV/0!	-
H. Indirect Costs	-	#DIV/0!	-	#DIV/0!	-
I. Fee	-	#DIV/0!	-	#DIV/0!	-
J. Surveys	-	#DIV/0!	-	#DIV/0!	-
<i>Total Allowable Expense</i>	-	#DIV/0!	-	#DIV/0!	-

[A]

Cost Share & 3rd Party Contributions					
	Budget	% Total Budget	Spent this Period	% Spent To Date	Spent To Date
A. Key Personnel	-	#DIV/0!	-	#DIV/0!	-
B. Other Personnel	-	#DIV/0!	-	#DIV/0!	-
C. Equipment Rental	-	#DIV/0!	-	#DIV/0!	-
Special Equipment	-	#DIV/0!	-	#DIV/0!	-
D. Materials & Supplies	-	#DIV/0!	-	#DIV/0!	-
E. Travel	-	#DIV/0!	-	#DIV/0!	-
F. Subcontracts	-	#DIV/0!	-	#DIV/0!	-
G. Other Direct Costs	-	#DIV/0!	-	#DIV/0!	-
H. Indirect Costs	-	#DIV/0!	-	#DIV/0!	-
I. Fee	-	#DIV/0!	-	#DIV/0!	-
J. Surveys	-	#DIV/0!	-	#DIV/0!	-
K. Third Party Contributions	-	#DIV/0!	-	#DIV/0!	-
<i>Total Cost Share & 3rd Party</i>	-	#DIV/0!	-	#DIV/0!	-

<i>Grand Total</i>	-	-	-
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AwwaRF Staff Only	AwwaRF Award amount	-
Approved By:	Less amount due upon submission of acceptable draft report	-
Approval Date:	Less amount due upon submission of final report & final invoice	-
Vendor # :	Less project advance	-
Reference # :	Funds available [B]	-
G/L Date:	Amount of [A] or [B] whichever is less	
Account: 6301	Less previous payments including advance (enter as negative)	
Account: 6306	Amount due this period	-
Account: 6000	Plus project advance	-
Account:	Total due	-

