

PROJECT FUNDING AGREEMENT

(WRRF-16-02)

*Building-Scale Treatment for Direct Potable Water  
Reuse & Intelligent Control for Real Time  
Performance Monitoring*

BETWEEN

THE WATER ENVIRONMENT & REUSE FOUNDATION

1199 North Fairfax Street, Suite 410

Alexandria, VA 22314

and

SAN FRANCISCO PUBLIC UTILITIES COMMISSION

525 Golden Gate Ave, 10<sup>th</sup> Floor

San Francisco, CA 94102



**date**

# *Building-Scale Treatment for Direct Potable Water Reuse & Intelligent Control for Real Time Performance Monitoring*

*(WRRF-16-02)*

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## I. ADMINISTRATION OF CONTRACT

This Project Funding Agreement (hereafter referred to as the “Agreement”) for the Project called ***Building-Scale Treatment for Direct Potable Water Reuse & Intelligent Control for Real Time Performance Monitoring (WRRF-16-02)*** is effective as of the date signed by and between **Water Environment & Reuse Foundation** (hereafter referred to as the “Foundation”), a Virginia nonprofit corporation whose principle place of business is located at 1199 North Fairfax Street, Suite 410, Alexandria, Virginia 22314 and **San Francisco Public Utilities Commission** (hereafter referred to as the “Contractor”), a **water utility** located 525 Golden Gate Ave, 10<sup>th</sup> Floor, San Francisco, CA 94102.

\* \* \*

The parties hereby agree to the following:

## II. DEFINITIONS

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

- A. The term “**Derivative Work**” is defined as a work 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 create a new or substantially new work.
- B. The term “**Educational Purpose**” is defined as use of the Foundation’s Intellectual Property that is primarily noncommercial and non-profit in nature including, but not limited to, using the Foundation’s Intellectual Property (i) to conduct research, or (ii) to inform the water reuse community, water reuse utility personnel and the general public of the outcome of this Project.
- C. The “**Foundation**” shall be defined to include all officers, directors, employees, volunteers, Project Advisory Committees, Research Advisory Committees, affiliates, agents and related entities of the Water Environment & Reuse Foundation.
- D. The term “**Foundation’s Copyright**” shall be defined as the copyright owned by the Foundation, including, but not limited to, for this Project, all U.S. and worldwide copyrights for all Deliverables as set forth in Exhibit A and all drafts of these Deliverables.
- E. The term “**Foundation’s Intellectual Property**” shall be defined to include all pre-existing copyrights owned by the Foundation, as well as the Foundation’s name, logo and all trade and service marks of the Foundation and the WateReuse Association.
- F. The “**Contractor**” shall be defined as **San Francisco Public Utilities Commission** including its trustees, officers, directors, employees and agents.
- G. The “**Principal Investigator**” shall be defined as the Contractor’s employee or agent, as specifically designated herein, with primary responsibility for ensuring that all terms and conditions of this Agreement are met and to whom Project-related communications, notices and notices of insufficiencies or defaults shall be given by the Foundation.
- H. The “**Project**” shall be defined as the work to be completed by the Contractor and any Subcontractors, as defined in Article II, Paragraph K, pursuant to this Agreement and as described more specifically in the

Project Proposal, as discussed in Article II, Paragraph M, and as may be set forth in any attachment or schedule annexed to this Agreement and made a part hereof which is intended to define the scope and nature of the Project.

I. The “**Project Advisory Committee**” or “**PAC**” shall be defined as a group of volunteers assembled by the Foundation to provide technical review, guidance, assistance and expertise to the Foundation during the course of the Project.

J. The “**Project Manager**” shall be defined as the Foundation’s employee(s), as specifically designated herein, with responsibility for reviewing all actions undertaken by the Contractor and who has authority to communicate all Foundation decisions concerning the process, procedures, scheduling requirements, funding requirements and deliverables generated by the Contractor.

K. A “**Subcontractor**” shall be defined as any individual or entity, with whom the Contractor has or shall separately contract to complete one or more specific tasks required by the Project and which the Foundation has approved in writing prior to the Contractor’s retention of the Subcontractor.

L. The term “**Deliverable**” shall be defined as a written, electronic, or verbal work product that communicates progress, data/results, interpretations, implications, outcomes, and/or application of the Project as defined in Article II, Paragraph H, or any attachment or schedule attached hereto and made a part hereof intended to identify Project Deliverables.

M. The “**Project Proposal**” shall be defined as the initial request by the Contractor for funding and shall include all relevant correspondence and/or other written communications subsequent to that request but prior to the execution of this Agreement.

N. The term “**Subject Data and Information**” shall be defined as all original and raw research data, notes, computer programs or Software, writings, sound recordings, pictorial reproductions, drawings or other graphical representations and works of any similar nature, produced by the Contractor in the performance of its duties and responsibilities under this Agreement, but specifically excluding “**Deliverables**” as defined in this Article II of the Agreement. Subject Data and Information also excludes financial reports, costs analysis, and similar information incidental to contract administration.

O. The term “**Contractor’s Intellectual Property**” shall be defined as the intellectual property owned by the Contractor.

### III. AGREEMENT

**1. Project Proposal and Scope of Work Document.** The Contractor shall diligently and professionally perform research and prepare written reports concerning that research detailed by the Project Proposal attached in Exhibit F and the Scope of Work Document included as Exhibit G.

**2. Project Personnel.** The Contractor Principal Investigator shall be **Paula Kehoe (415-554-0792 or pkehoe@swater.org)**. No changes or substitutions for this position shall be made for any reason without the prior written approval of the Foundation including, but not limited to, sabbatical or other extended absences. Further, changes in any essential personnel (co-investigators, subcontractors, etc.) identified in the Project Proposal or in the Budget (Exhibit C), require prior written approval from the Foundation.

The Foundation's Project Manager shall be **Kristan Cwalina (571-445-5512, or kcwalina@werf.org)**. The Foundation, however, may change the Project Manager as deemed necessary without the Contractor's approval. All technical, contractual, or administrative communications by the Contractor to the Foundation shall be conducted through the Principal Investigator and shall be directed to the Project Manager.

**3. Time of Performance.** All Project tasks, reports and other obligations shall be completed by the Contractor in accordance with the schedule of performance detailed in Exhibit B to this Agreement, unless amended by the mutual written agreement signed by authorized representatives of the parties. Contractor shall inform any and all Subcontractors in writing of this clause and the applicability of the Schedule of Performance (Exhibit B) to the Subcontractor prior to the Subcontractor rendering services or working on the Project.

**4. Deliverables.** The Contractor shall submit all Deliverables as detailed in Exhibit A pursuant to the schedule detailed in Exhibit B. All Deliverables shall follow the Foundation's *Style Guide for Research Reports* as edited and updated unless specifically exempted in Exhibit A. Contractors who are late on any ongoing WRRF sponsored project deliverables without an approved no-cost extension are not eligible to be a named participant in any proposal.

**5. Review of all Written Materials and Changes.** All Deliverables shall be reviewed and approved by the Foundation and shall be subject to the following:

**a. Requirements for a Re-Submission.** Whether a new draft is required shall be determined at the sole and reasonable discretion of the Project Manager.

**b. Technical Review Response.** As the technical review coordinator, the Foundation shall have the right to require the Contractor to respond to the Foundation's technical review of written material, including the PAC review, either by providing explanations of technical information or by responding to reasonable requests for revisions.

**c. Publishing Revisions Requirement.** As the publisher, the Foundation shall have the right to require grammatical, stylistic or syntax revisions in any versions of technical reports submitted to the Foundation.

**d. Timeliness of Review.** All review of work by the Contractor by the Foundation shall be done in a timely manner. The Foundation shall provide written comment(s) within sixty (60) days from the date of receipt of the Deliverable(s) from the Contractor unless a delay outside of the

control of the Foundation occurs. In the event of such a delay, the Contractor will be notified and the parties will establish a new deadline.

**e. Timeliness of Response.** The Contractor agrees to respond to all technical and/or editorial comments made by the Foundation within the time periods detailed on Exhibit B of this Agreement. In the event that the Foundation requests that the Contractor make changes to any document detailed in Exhibit B other than a quarterly Progress Report, the Contractor shall be required to submit another draft of the requested document, with the requested changes, within six (6) weeks of any such request.

## **6. Compensation.** [KC1]

**a. Foundation Contribution.** The total to be paid by the Foundation to the Contractor for satisfactory and timely completion of the scope of work in accordance with Article III, Paragraph 1 and specified in Exhibits F and G attached hereto and made a part hereof, shall be **One Hundred Thousand Dollars (\$100,000)** in United States currency. The compensation shall not exceed this amount.

**b. In-Kind Contributions.** As a condition of this funding agreement, the Contractor agrees to provide, at a minimum, **YYY Dollars (\$YYY)** of in-kind contributions to this Project. All such contributions and their respective values must be detailed in each Progress Report as specified in Exhibit A.

**i. Cash Contributions.** Of the total Contractor provided in-kind contributions set forth in the paragraph above, **ZZZ Dollars (\$ZZZ)** will be cash contributions to this Project in United States currency that shall be provided directly to the Contractor for use in this project. All such contributions must be detailed in each Progress Report as specified in Exhibit A.

**ii. Minimum In-Kind Contribution Match.** The Contractor is responsible for coordinating, invoicing, and securing all in-kind contributions documented herein. As a part of the Foundation's Tailored Collaboration program, the Contractor agrees to match, at minimum, the amount to be paid by the Foundation. In the event that the Contractor fails to secure and provide the matching amount pledged, the total to be paid by the Foundation to the Contractor in the first paragraph of Article III, Paragraph 6 shall be reduced accordingly.

**c. Subcontractor Notification.** Contractor shall inform any and all of its Subcontractors of this paragraph and the binding duties and responsibilities imposed herein in writing prior to the Subcontractor rendering services or working on the Project.

## **7. Payments.**

**a. Disbursements.** All disbursements shall be utilized solely for the purposes detailed by this Agreement. All disbursements to the Contractor shall be mailed to the following address:

*Contractor*  
*Street Address*  
*City, State, Zip Code*  
*Attn:* [KC2]

**b. Invoicing.** Subject to the withholding provisions described below, payments shall be based on the timely submission of **monthly** invoices that are consistent with the budget information provided in the quarterly Progress Reports as referenced in Article III, Paragraph 4. The Contractor shall also document in-kind contributions received to date in an invoice to the Foundation. Except as otherwise described in the following paragraph, payment shall be disbursed to the Contractor within forty-five (45) business days following the receipt of the invoice by the Foundation. The final request for payment must reconcile all payments made, costs incurred, and in-kind contributions received.

**i. Fiscal Year Considerations.** The fiscal year of the Foundation is the same as the calendar year. No invoice may cover a period containing more than one calendar year and all invoices for the previous calendar year must be received within sixty (60) days of January 1.

**c. Withholding Provisions**

**i. Non-Compliance.** If the Contractor is not in full and timely compliance with the requirements and schedule for Deliverables as detailed in Article III, Paragraphs 4 and 5, the Foundation shall be entitled to withhold payment until the Contractor corrects such default(s) to the complete and reasonable satisfaction of the Foundation.

**ii. Final Milestones.** The Foundation shall also withhold the final twenty percent (20%) of the total compensation from disbursement to the Contractor and shall disburse this final twenty percent (20%) only upon the delivery to the Foundation of a satisfactory Draft Report and Final Report as detailed below. The Foundation shall make payments for the first eighty percent (80%) of the total compensation based on the Contractor's invoices and compliance with the Project performance requirements and schedule for deliverables. The Foundation shall make payments for the final twenty percent (20%) based on the following:

**1) Acceptable Draft Report.** Once the Draft Report is submitted in the format detailed in Exhibit A and accepted by the Foundation, the Foundation shall make payments for up to an additional ten percent (10%) based on the Contractor's invoices.

**2) Acceptable Published Report.** Once the Final Report is submitted in the format detailed in Exhibit A and satisfactorily completes the Foundation's internal editing process, and once the Contractor has performed all tasks as detailed in this Agreement, including but not limited to, responding to any editorial questions or revisions required by the Foundation concerning the Final Report, the Foundation shall make payments for the second ten percent (10%) based on the Contractor's invoices at the time the report is sent to the printer to become the Published Report.

**d. Payment of Subcontractors.** Payment for services of any and all Subcontractors retained by the Contractor shall be and remain the Contractor's sole and exclusive financial and legal responsibility. The Contractor hereby agrees that it shall defend, indemnify and hold harmless the Foundation, its officers, directors, employees and volunteers from and against any and all claims, actions, causes of action, damages, liabilities or judgments arising out of or resulting from any contract between the Contractor and Subcontractor or Supplier and payments made or due there under, as well as from any third party claim(s) arising out of or resulting from the

performance of the Subcontractor's or Supplier's services in connection with the Project. This warranty shall survive the termination of this Agreement for any reason.

**e. Property/Equipment.** No equipment, material, or test apparatus shall be purchased with Foundation funds, nor shall any improvement, modification or construction of real or personal property be made with Foundation funds, unless such purchase or expenditure has been specifically approved in writing by the Foundation's authorized representative.

**f. Subcontractor Notification.** Contractor shall inform any and all of its Subcontractors of this paragraph and the binding duties and responsibilities imposed herein in writing prior to the Subcontractor rendering services or working on the Project.

**8. Accounting.** The Contractor shall maintain accurate accounting information and financial records regarding the Project in conformity with generally accepted accounting principles. The Foundation and/or its agents shall have access to such records at any reasonable time during normal business hours during the entire course of this Agreement and for a reasonable period thereafter, defined here as three (3) years. The Contractor agrees to flow down and incorporate this clause and the duties and responsibilities imposed hereunder into any subcontract issued in connection with this Agreement and the Project.

**9. Intellectual Property.** Intellectual property shall be determined in accordance with U.S. Intellectual Property Laws and the terms and conditions of this Agreement.

**a. Foundation's Copyright.** The Foundation's primary purpose in funding the Contractor is to further scientific and technological knowledge in the area of research covered by this Project. The Foundation will be the publisher for the Published Report, as defined in Exhibit A, for this Project and any other publishable deliverables specifically identified for this Project in Exhibit A. As the publisher, the Foundation shall retain the copyright to any Deliverables as identified in Exhibit A, and all drafts of those items. The Parties hereto intend that ownership of all Deliverables and copyrights arising out of or resulting from the Deliverables developed under this Agreement shall be exclusively vested in the Foundation (Article II, Paragraph D). In addition:

**i. Contractor's Limited License.** The Foundation hereby grants the Contractor a limited, revocable, royalty-free, nonexclusive, license to: reproduce; distribute; prepare Derivative Works based upon the Foundation's Copyright developed under this agreement; publicly display; use; and perform the Foundation's Copyright exclusively for Educational Purposes as defined in Article II, Paragraph B above. Such license shall not extend to or include the use of the Foundation's name, logo, or service or trademarks.

**iii. Publications and Presentations Utilizing the Foundation's Copyright.** The Foundation encourages the Contractor to publish based on this Project and to utilize the Foundation's Copyright exclusively for Educational Purposes as detailed in Article II, Paragraph B. Any publication of Foundation Intellectual Property must comply with the requirements of Article III, Paragraph 9a (1) and (2) above. The Contractor agrees to fully comply with the following steps prior to any such use, distribution, presentation, or publication:

**1) Protection of the Foundation's Copyright.** The Contractor agrees and understands that it shall not sell, assign, transfer, compromise, dispose of or injure the Foundation's rights to the Foundation's Copyright, 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 integrity of the Foundation's Copyright and protect such rights of the Foundation.

**2) Disclaimer.** Any and all publications and presentations utilizing the Foundation's Copyright shall include the following disclaimer:

*The comments and views detailed herein do not necessarily reflect the views of the Water Environment & Reuse Foundation, its officers, directors, employees, affiliates, or agents.*

**3) Copyright Permission.** In the event that the Contractor creates a manuscript or presentation for publication containing any amount of the Foundation's Copyright and is required by another publisher to assign its copyright ownership to that manuscript or presentation for publication, the Contractor shall immediately contact the Project Manager directly for further instruction and permission. Such permission will not be unreasonably withheld, conditioned, or delayed, but will require written authorization from the Foundation as well as an explicit acknowledgment and citation in the manuscript or presentation.

**b. Contractor's Intellectual Property.** Contractor shall have the right to copyright, publish, disclose, disseminate, and use, in whole or in part, Subject Data and Information, as defined in Article II, Paragraph N, developed by Contractor under this Agreement. The Contractor agrees to make available to the public for public benefit, without license or fee, any scholarly articles which are published from or based in whole or in part on the Subject Data and Information.

i. Contractor agrees to cite, credit, and secure permission for any Intellectual Property outside of its ownership. It is the Contractor's responsibility to request and secure any permission required for the use of material created by others, including images and text quotations. It may be necessary for the Contractor to request permission to reprint previously published work, even if revised. As the Author of a work, the Contractor is responsible for complying with copyright laws and laws of privacy and libel.

**c. Inventorship.** Inventorship shall be determined in accordance with U.S. Patent Laws. Contractor shall grant Foundation an unconditional, perpetual, non-exclusive, irrevocable, royalty-free, worldwide license to make use of Contractor inventions developed under this Agreement for internal, non-commercial research or Educational Purposes.

**d. Assignment.** To assure the Foundation's ownership of the Foundation's Copyright above, the Contractor hereby assigns all right, title and interest in and to any and all of the documents detailed in Exhibit A to the Foundation, including, but not limited to, the right to apply for registration of any copyright with the United States Copyright Office or similar official repositories world-wide. The Contractor shall execute whatever documents are required in order to comply with this Agreement including, but not limited to, assignments as necessary for any worldwide copyright protection, as well as Exhibit E, the Copyright Transfer Acknowledgement, that is to be included with all Deliverables as specified in Exhibit A.

**e. Student Thesis.** In the event a college or graduate student is employed by Contractor to work on the Project contemplated by this Agreement 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. In the event a portion of the Foundation's Copyright is included in that thesis or report, the Foundation hereby grants the student a limited, revocable, nonexclusive

license to utilize the Foundation's Copyright for the specific thesis, dissertation, or report only, conditioned upon the inclusion of an appropriate acknowledgement of the Foundation's ownership of the Foundation's Intellectual Property included within the thesis, dissertation or report.

**f. Contractor's Acknowledgment.** Any public presentation or publication by the Contractor, including a student writing a thesis, dissertation, or report, based on the Project, shall include the following, or a similar, statement acknowledging the Foundation for providing financial and administrative support:

*The [Contractor] gratefully acknowledges the Water Environment & Reuse Foundation's financial, technical, and administrative assistance in funding and managing the project through which this information was discovered, developed, and presented.*

**g. Subcontracts.** The Contractor agrees to flow down and incorporate the binding provisions of Article III, Paragraph 9 (a) through (h) inclusive, into any subcontract entered into in connection with and related to this Agreement. All subcontracts shall include provisions acceptable to the Foundation and necessary to implement the provisions of Article III, Paragraph 9 (a) through (h) inclusive.

## **10. Publicity, Press Releases, and Surveys.**

**a. Publicity Releases.** No publicity releases, including news or press releases, advertising, or marketing materials relating to this Agreement and the Project shall be issued by the Foundation, Contractor, or by any Subcontractor without the prior written approval of authorized representatives of the Foundation and Contractor. Such approval will not be unreasonably withheld, conditioned or delayed,

**b. Name, Logo, and Service Mark(s) Use.** The Foundation and the Contractor each agree that they shall not use the name, logo, or service mark(s) of the other party in any advertisement, press or news release or publicity with reference to this research Agreement or any product or service resulting from this research Agreement, without prior written approval of an authorized representative of the other party.

**c. Coordination of Response.** Any inquiry the Contractor receives from news media concerning this Agreement shall be promptly referred to the Foundation for coordination of an appropriate and Foundation-approved response.

**d. Surveys and Questionnaires.** 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.

**e. Subcontractor Inclusion.** The Contractor agrees to flow down and incorporate the binding provisions of Article III, Paragraph 10 (a) through (e), inclusive, into any subcontract entered into in connection with or related to this Agreement.

**11. Accuracy of Testing.** The Contractor shall use its best efforts to ensure that all data, information and documentation developed pursuant to and during the course of this Agreement and that the data, information and beliefs included or relied upon in the Project are accurate to the best of its knowledge and belief. Environmental measurements shall be made in accordance with recognized quality assurance protocols, where applicable. In the event the Contractor obtains any data or information derived from such data, or other information to be included in the Project from in-kind or funding contributors, any Subcontractor, or any other source, the Contractor shall utilize its best efforts to ensure the quality and accuracy of this information. The Contractor agrees to flow down and incorporate the binding provisions of this clause into any subcontract entered into in connection with or related to this Agreement.

**12. Originality.** The Contractor shall warrant that it is the sole creator and originator of all the Foundation's Copyright developed as a Deliverable under this Project and any Contractor's Intellectual Property developed under this Project as defined herein and that none of those rights and/or any interest in the same have been bargained, assigned, transferred, sold, or conveyed in any other manner to any person or entity, except as detailed and permitted by this Agreement. Further, the Contractor shall use its best efforts to ensure that no portion of the Deliverables developed pursuant to this Project 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. The Contractor agrees to flow down and incorporate the binding provisions of this clause into any subcontract entered into in connection with or related to this Agreement.

**13. Termination.**

**a. Ordinary Termination.** This Agreement, except for those provisions which by their own terms survive the termination hereof or extend beyond the life of this Agreement, shall terminate upon the Foundation's written acknowledgement of receipt and approval for publication of the Final Report and the completion of all scheduled events and Contractor duties and responsibilities as set forth in Exhibit B attached hereto and made a part hereof.

**b. Mutual Termination.** This Agreement may also be terminated if both parties agree in writing, signed by authorized representatives of both parties, that the Project is no longer practical or feasible.

**c. Failure Termination.** This Agreement may be terminated by the Foundation if the Contractor has breached or failed to comply with a material term(s) and/or condition(s) of this Agreement and has failed to cure or correct the same within thirty (30) days of the date of the Foundation's written notification to the Contractor setting forth the nature and extent of the failure of compliance or breach.

**d. Funding Partner Termination.** This Agreement may be terminated by a Party if the funding identified by the Foundation for this Project from the [**Insert Funders Here**] –is canceled or the Foundation receives a notice to stop work from the Project funders. In the event of such termination, the duties and responsibilities of the parties to one another shall terminate.

**e. Subcontractor Notification.** Contractor shall inform and notify in writing any and all Subcontractors of the binding nature of the duties and responsibilities of this paragraph prior to the Subcontractor working on the Project in any manner.

**14. Return of Property.** In the case of early termination for any reason, the Contractor shall return any and all property, documents and data owned by the Foundation prior to the execution of this Agreement which were being utilized for the specific purpose of the research conducted in accordance with the Scope of Work Document attached as Exhibit G incorporated in this Agreement, including, but not limited to, all

Foundation's Copyright and any other Foundation's proprietary or confidential information, data, or documentation. Contractor may keep one (1) copy of any of the Foundation's Copyright developed under this Agreement by the Contractor for this Project for archival purposes only.

**15. Survival.** The duties and responsibilities set for in and/or imposed under this Agreement to protect the parties' respective Intellectual Property rights and proprietary and confidential information, data and documents shall continue throughout this Agreement and shall survive the termination or expiration for any reason.

## **16. Indemnification and Liability**

**a. Foundation Indemnification.** Foundation agrees to indemnify and hold harmless the Contractor from and against any and all third party claims, actions, causes of action, judgments, liabilities, injuries or damages to persons or property, costs and expenses (including reasonable attorneys' fees) made against the Contractor and arising out of or resulting from the negligent acts, errors or omissions, or intentional or willful misconduct of the Foundation, its officers, directors, employees, and agents, but only to the same extent or limit that the Contractor is permitted by law to indemnify and hold harmless the Foundation, its officers, directors, employees and agents from any third party claims, actions, causes of action, injuries or damages to persons or property, judgments, liabilities, costs and expenses (including reasonable attorneys' fees) made against the Foundation and arising out of or resulting from the negligent acts, errors and omissions, or intentional or willful misconduct of the Contractor, its officers, directors, employees, agent and Subcontractors. In the event of such action brought or claim made against the Contractor and the subsequent undertaking of the indemnification provisions set forth herein by the Foundation, the Contractor shall at all times cooperate fully and in good faith with the Foundation and its counsel in the defense of such claim and shall not settle or agree to settle any such action or claim nor make any admission of fault, liability or damages without the prior knowledge and written consent of an authorized representative of the Foundation.

**b. Contractor Indemnification.** To the fullest extent permitted by law, Contractor agrees to indemnify and hold harmless the Foundation, its officers, directors, employees, agents and volunteers from and against any and all third party claims, actions, causes of action, judgments, liabilities, injuries or damages to persons or property, costs and expenses (including reasonable attorneys' fees) made against the Foundation and arising out of or resulting from the negligent acts, errors or omissions, or intentional or willful misconduct of the Contractor, its officers, directors, employees, agents and Subcontractors. In the event of such action brought or claim made against the Foundation and the subsequent undertaking of the indemnification provisions set forth herein by the Contractor, the Foundation shall at all times cooperate fully and in good faith with the Contractor and its counsel in the defense of such claim and shall not settle or agree to settle any such action or claim nor make any admission of fault, liability or damages without the prior knowledge and written consent of an authorized representative of the Contractor. At all times, all obligations performed by Contractor pursuant to this Agreement shall be performed in a manner consistent with reasonable standards of care and performance governing such services.

**c. Subcontractor Inclusion.** The Contractor agrees to flow down the indemnification provisions of this Art. III, Paragraph 16 into any and all subcontracts entered into in connection with or related to this Agreement.

**i. Subcontractor Modification.** In the event that a Subcontractor is an entity prohibited by statute or law from contractually obligating itself to the duty of indemnification, the Subcontractor agrees to be responsible to the fullest extent permitted by law, for any and

all liability, claims, actions, causes of action, judgments, damages or injuries to persons or property, reasonable attorneys' fees and court costs, arising out of or resulting from the negligence, intentional or willful misconduct or breach or failure of performance of a material term, condition, duty or responsibility under this Agreement by the Subcontractor, its officers, directors, employees, and authorized agents.

## **17. Insurance.**

**a. Contractor's Insurance** The Contractor shall, at its sole cost and expense, maintain a program of self-insurance or in the alternative, current errors and omissions liability and comprehensive commercial general liability insurance, which shall include coverage for libel and slander, copyright and trademark infringement and the negligent actions, errors or omissions of any and all of Contractor's officers, directors, employees, agents and independent contractors and/or Subcontractors in the amount of not less than one million dollars (\$1,000,000) per occurrence. Proof of such insurance shall be presented to the Foundation pursuant to the schedule detailed by Exhibit B.

**b. Subcontractor's Insurance.** In the event the Contractor utilizes Subcontractors during the course of this Project, the Contractor shall obtain proof that such Subcontractors maintain self-insurance or current errors and omissions liability and comprehensive commercial general liability insurance, which shall include coverage for libel and slander, copyright and trademark infringement, and all negligent actions, errors or omissions of any and all of Subcontractor's officers, directors, employees, agents and independent contractors in the amount of not less than one million dollars (\$1,000,000) per occurrence. Proof of such insurance for the Subcontractors shall be presented to the Foundation pursuant to the schedule detailed by Exhibit B. The Contractor agrees to flow down and incorporate the binding requirements and provisions of Article III, Paragraph 17 a. and b. into any subcontract issued in connection with the performance of this Agreement and the Project.

**18. Worker's Compensation.** The Contractor shall, at its sole cost and expense, 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. In the event the Contractor utilizes Subcontractors during the course of this Project, the Contractor shall obtain proof that such Subcontractors maintain current Worker's Compensation as required by the applicable state laws, which proof shall also be provided to the Foundation. The Contractor agrees to flow down this clause into any subcontract issued hereunder.

**19. Breach/Damages.** The specific remedies detailed in this Agreement shall not operate as a waiver of any and all other rights and remedies available to the Foundation at law or equity. In the event the Contractor fails to comply with or breaches a material term or condition of this Agreement, or one of the Contractor's Subcontractors fails to comply with or is in breach of a material term or condition of its agreement with the Contractor, and thus causes a breach of this Agreement and/or damages to the Foundation, the Foundation may, in its sole and absolute discretion, remove the Contractor, or where applicable, the Subcontractor, from eligibility for receiving any and all funding for future research projects. Contractor shall inform any and all Subcontractors of the binding nature of the terms and conditions of this Paragraph 19 prior to the Subcontractor being retained and performing any service or work related to this Agreement and the Project.

**20. Equal Opportunity.** The Foundation is an equal opportunity employer and, as such, does not discriminate on the basis of age, sex, race, religion, color, national origin, physical or mental disability or veteran status. Upon execution of this Agreement, the Contractor agrees to: (a) support the policy of not

discriminating on the basis of age, sex, race, religion, color, national origin, physical or mental disability, or veteran status and requires all Subcontractors to support this policy; and (b) abide by all laws, rules, and executive orders governing equal employment opportunity. The Contractor also agrees to make available to the Foundation, upon reasonable request, proof of its efforts to comply with this Paragraph. The Contractor agrees to flow down and incorporate the binding requirements/provisions of this clause into any subcontract entered into by the Contractor and issued hereunder.

**21. Relationship of the Parties.** The Parties agree that the Contractor is and shall at all times remain an independent contractor with respect to the Foundation. Nothing in this Agreement shall be construed or implied create a partnership, joint venture or employment relationship between the Parties. Any and all relationships created relating to Subcontractors shall be between the Contractor and such Subcontractors only, and shall not create any relationship, contractual, employment or otherwise, between such Subcontractor(s) and the Foundation. Contractor shall inform any and all Subcontractors of the binding nature of the terms and conditions of this Paragraph 21 prior to the Subcontractor being retained and performing any service or work related to this Agreement and the Project.

**22. Modification in Writing.** This Agreement shall not be modified, supplemented or amended, nor may any term or provision be waived or discharged, including this particular Paragraph 22, except in writing, signed and executed by authorized representatives of both parties. Any modification must be executed by both the Foundation and the Contractor to be effective. Contractor shall inform any and all Subcontractors of this Paragraph prior to the Subcontractor working on the Project in any manner.

**23. Transferability.** This Agreement and/or the duties, responsibilities and obligations imposed hereunder shall not be assigned or transferred by the Contractor without the prior written authorization of an authorized representative of the Foundation. Contractor shall inform any and all Subcontractors of the binding nature of requirements/provisions of this Paragraph 23 prior to the Subcontractor being retained and performing any service or work related to this Agreement and the Project.

**24. Exhibits.** All Exhibits attached hereto and made a part of this Agreement are hereby incorporated by reference and agreed upon by the parties. In the event a conflict occurs between the terms of any Exhibit and this Agreement, the terms of this Agreement shall control. Contractor shall inform any and all Subcontractors of the binding nature of the requirements/provisions of this Paragraph 24 prior to the Subcontractor being retained and performing any service or work related to this Agreement and the Project.

**25. Authority.** The individuals executing this Agreement 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 Agreement on behalf of the entity for which they sign below.

**26. Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia, excluding choice of law provisions. The Contractor agrees to flow down and incorporate the binding terms and conditions of this Paragraph 26 into any subcontract entered into by the Contractor in connection with this Agreement and the Project.

**27. Subcontractor Acceptance of Agreement.** The Contractor shall execute a signed statement, as detailed by Exhibit D, certifying that any and all Subcontractors have executed a written, reviewable agreement with the Contractor confirming the Subcontractor's agreement to be bound by and comply with the provisions of this Agreement that flow down and are binding upon the Subcontractor in the performance of its services in connection with this Agreement and the Project.

**a. Subcontractor Compliance:** Contractor shall require any and all Subcontractors to fully comply with the following Paragraphs of Article III of this Agreement in the performance of their services or work rendered in connection with this Agreement and the Project, and the Contractor agrees to flow down and incorporate the binding terms and conditions of the following paragraphs of Article III into any subcontract entered into by the Contractor in connection with this Agreement and the Project:.

8. Accounting;
9. Intellectual Property;
10. Publicity, Press Releases, and Surveys.
11. Accuracy of Testing;
12. Originality;
16. Indemnification and Liability;
17. Insurance;
18. Workers Compensation;
20. Equal Opportunity; and
26. Governing Law.

**b. Subcontractor Awareness:** Contractor shall inform and provide any and all retained Subcontractor(s) with copies of all Exhibits to this Agreement, as well as disclose to the Subcontractor(s) the binding application and nature of the following Paragraphs of Article III of this Agreement between the Contractor and the Foundation prior to the Subcontractor being retained and performing services or work on the Agreement and Project:

3. Time of Performance;
6. Compensation;
7. Payments;
13. Termination;
19. Breach/Damages;
21. Relationship of the Parties;
22. Modification in Writing;
23. Transferability; and
24. Exhibits.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the day and year as indicated below.

WATER ENVIRONMENT & REUSE  
FOUNDATION

SAN FRANCISCO PUBLIC UTILITIES  
COMMISSION

---

By: Melissa L. Meeker

By:

Title: Chief Executive Officer

Title:

Federal I.D. #:

Federal I.D. #:

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

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



**Exhibit A**  
**Project Deliverables**  
**Building-Scale Treatment for Direct Potable Water Reuse & Intelligent Control for Real Time Performance Monitoring (WRRF-16-02)**

For purposes of this Agreement, the following items detailed below will be completed and delivered by the Contractor to the Project Manager pursuant to the schedule in Exhibit B. All Deliverables shall follow the Foundation's *Style Guide for Research Reports* as edited and updated unless specifically exempted. Upon submission, any Deliverable and all drafts shall become the Foundation's sole and exclusive Copyright.

**A. Progress Reports.** A "Progress Report" shall be defined as a report that is a written summary submitted **quarterly** throughout the Project by the Contractor to the Foundation pursuant to the schedule detailed in Exhibit B and including details pursuant to Exhibit A. All Progress Reports shall include status, budget, and outreach information. Progress Reports shall provide sufficient information to allow the PAC and Foundation staff to evaluate, at their reasonable discretion, the progress and quality of the work completed. The Contractor shall submit all Progress Reports to the Foundation's Project Manager on or before the due date specified in Exhibit B. If the PAC and/or Foundation staff determine that a Progress Report lacks sufficient detail and information to allow the PAC and Foundation staff to, at their sole discretion, properly evaluate the progress and quality of the work completed, a new Progress Report shall be required as per Article III, Paragraph 5.

**(i) Progress Report Format** A Progress Report template is available for download on the Foundation website. If this template is not used, the Progress Report shall follow the format:

- 1. Title Page:** Shall include: Project Title and number; Contractor, Principal Investigator(s) and affiliations if different from Contractor; participating utilities and other organizations; Progress Report number (1, 2, ...etc.); and date.
- 2. Quarterly Brief:** 250-500 word summary (maximum one (1) page) of the Progress Report status and findings, suitable for posting on Foundation website/distribution. When possible, include applicability of results to the water reuse or desalination industry.
- 3. Response to Foundation's comments on previous progress report**
- 4. Status Summary:** The purpose of the status summary in the Progress Report is to record the work completed and document the execution of the tasks and activities described in this Agreement. The report must be sufficiently detailed to allow the Foundation to monitor the Contractor's performance on the Project. The status summary shall include: tabular or graphic summary of progress; summary of tasks completed; list of accomplishments to date; problems encountered in this reporting period; rationale of proposed change (if any) to the scope of work; and proposed tasks to be completed in next quarter.
- 5. Technical Review:** The technical review shall include a description of all work performed during the reporting period, including: methods and materials, data and analysis, and significant findings and relevance (use appendices for extensive data or supporting information).

**6. Budget Summary:** The budget summary is not an invoice. This section shall report all expenses cash or in-kind services including: an updated Exhibit C from this Agreement; summary of expenditures versus Tasks for the reporting period and for the project to date; and a reporting of in-kind services for the reporting period and the project to date (this must also be reported in invoices).

**7. Outreach Summary:** This shall include a summary this period's outreach (publication, presentation, article, etc) as well as a running list of citations in the format specified by the *American Chemical Society* of the outreach from previous Progress Reports. When practical, a copy of the outreach material for the period should be included. Any outreach conducted by the project team should be included with a full citation.

**B. Project Profile.** The "**Project Profile**" shall be defined as a profile that may be edited and formatted for inclusion in the Foundation's outreach and publicity material, or for public release by the Foundation. The profile will be used to create a two page Project Synopsis, which the PI will be expected to review. The profile shall include a clearly identified section explaining the practical benefits and applicability of the Project results to the water reuse/desalination industry. The Contractor shall submit the Project Profile to the Project Manager on or before the due date specified in Exhibit B in the format as detailed by Exhibit A.

**(i). Project Profile Format.** A Project Profile template is available for download on the Foundation website. If this template is not used, the Project Profile shall follow the format:

**Section 1. Basic Project Information:** Project number and title, Principal Investigator(s) and affiliations, participating agencies, and keywords for this project.

**Section 2. Plain Language Summary: Project Objectives** (75 word max), **Project Introduction/Rationale** (75 word max, Provide background information on the project and explain why the topic of the project is important.), **Research Approach** (100 word max, Describe the research approach for this project.), **Key findings, Conclusions, and Benefits to Subscribers/industry** (250 word max, Describe the results/ findings of the research. Include how the finding impact Subscribers and advance the reuse/desalination industry.

**Section 3. Project Closeout Information: Future Recommendations** ( Provide recommendations for topics of future study or descriptions of future research projects suggested by the results of this study.), **Project Outreach** (List all outreach activities that have been produced due to the funding of this project; please use full ACS style citations for all outreach items or activities.), and a **Final accounting of all in-kind cash and services provided over the course of the project and a full list of all funding partners.**

**C. Draft Report.** The term "**Draft Report**" shall be defined as a written report detailing the conduct and outcome of the entire Project submitted by the Contractor to the Foundation pursuant to the schedule detailed in Exhibit B. The Draft Report shall be a polished document ready for publication if the reviewers have no comments. The Draft Report shall follow the Foundation's *Style Guide for Research Reports* as edited and updated. Additional drafts of this report shall be required by the Foundation in order to address the Foundation's comments and questions, as per Article III, Paragraph 5. The Contractor shall submit an electronic copy of the entire Draft Report to the Project Manager in a single Microsoft

Word file pursuant to the schedule detailed in Exhibit B. Included with the Draft Report must be all the necessary licenses for items whose copyright is not owned by the Water Environment & Reuse Foundation, including permission to reprint any figures or tables copied from other publications. In the event the reviewers provide feedback, the Contractor shall promptly consider such feedback and either incorporate the feedback into any Revised Draft Report, or the Contractor must respond directly in writing detailing the reasons why the feedback was not or could not be incorporated. A part of this Deliverable shall be a fully executed copy of Exhibit E, Assignment of Copyright to the Water Environment & Reuse Foundation, filled out for the Deliverable.

**D. Revised Draft Report.** The term **Revised Draft Report** shall be defined as a revision of the Draft Report. The Contractor shall submit an electronic copy of the entire Revised Draft Report to the Project Manager in a single Microsoft Word file pursuant to the schedule detailed in Exhibit B. The Contractor shall include any and all the explanations and revisions requested or required by the Foundation pursuant to Article III, Paragraph 5 of this Agreement. In the event the reviewers provide feedback, the Contractor shall promptly consider such feedback and either incorporate the feedback into any additional Revised Draft Report, or the Contractor must respond directly in writing detailing the reasons why the feedback was not or could not be incorporated. The Foundation Reserves the right to require more than one Revised Draft Report if the reviewers and the Foundation do not deem the first Revised Draft Report acceptable and suitable for publication. If more than two Revised Draft Reports are required, a schedule extension will be considered and will need to be approved in writing by both parties. A part of this Deliverable shall be a fully executed copy of Exhibit E, Assignment of Copyright to the Water Environment & Reuse Foundation, filled out for the Deliverable.

**E. Final Report.** The “**Final Report**” shall be defined as the Revised Draft Report that the reviewers and the Foundation deem acceptable and suitable for publication. The Contractor shall provide an electronic copy of the Final Report to the Project Manager in Microsoft Word, pursuant to the schedule detailed in Exhibit B. A part of this Deliverable shall be a fully executed copy of Exhibit E, Assignment of Copyright to the Water Environment & Reuse Foundation, filled out for the Deliverable.

**F. Published Report.** The “**Published Report**” shall be defined as the Final Report submitted to a technical editor and reviewed by the staff. The Contractor will submit to all editorial queries and requested changes as per Article III, Paragraph 5.C. of this Agreement. The Foundation reserves the right to determine which process, including digital publication, hardcopy publication, or methods currently unknown, shall be used to publish the Final Report.

**G. Response to Copyeditor Queries.** The “**Response to Copyeditor Queries**” shall be defined to be a response prepared by the Contractor for the Foundation prior to the “Published Report” but after the “Final Report”. The Contractor will respond to any and all requests by staff, copyeditor, or other interested parties to make grammatical or stylistic fixes, or to fill in missing information.

#### **H. Post-Project Update Report.**

##### **1. Accomplishments and Applicability**

- a. What has been accomplished since the submittal of the Final Report? How have the Project findings/results of the Final Report been applied/implemented (e.g., regional application of results, pilot study results used for full-scale implementation, additional research performed, impacts on regulations/legislation, technical advances, etc.)?
- b. Discuss new information obtained during this reporting period, and how this knowledge will further future efforts.
- c. If applicable, provide additional data obtained since the submittal of the Final Report (e.g., pilot project water quality data, etc.).

##### **2. Next Steps**

- a. Describe specific plans, if any, for continuing work on this Project or related projects.

**Optional Deliverables (upon Request by the Foundation):**

**I. Proof of Submission to World Water.** Upon request, the Contractor shall prepare document or other suitable submission based on work completed under this Agreement for consideration to be included in the publication “World Water: Water Reuse & Desalination”. The Contractor should review the policies of “World Water: Water Reuse & Desalination” and create an item based on the Project in the proper format that would be of interest to the readership of “World Water: Water Reuse & Desalination”. The Contractor shall send the Project Manager some proof that the item was submitted to the publication by the due date detailed in Exhibit B. This item is specifically removed from the Foundation’s Copyright and does not need to follow *Style Guide for Research Reports*.

**J. Webcast.** The Contractor may be invited to present a webcast on project findings and relevance for the industry for the Foundation’s webcast program. Webcasts are online, real time presentations (2-4 presenters) lasting 60-90 minutes including 15 minutes for questions from the audience.

**Exhibit B**  
**Project Schedule**<sup>[KC3]</sup>

**Building-Scale Treatment for Direct Potable Water Reuse & Intelligent Control for Real Time Performance Monitoring (WRRF-16-02)**

**The Start Date for this Project is the Date of Execution (DOE) of the Project Funding Agreement. The due dates will be calculated based on third column below if the DOE is after July 1, 2016.**

<b>Deliverable or Action</b>	<b>Due Dates based on 7-1-2016 Project start</b>	<b>Time Due After DOE</b>
Begin Project	DOE	DOE
Contractor presents Proof of Insurance(s) or Certificate of Self Insurance (III.17)	7/1/2016	30 Days
Contractor presents Proof of Worker's Compensation Insurance (III.18)	7/1/2016	30 Days
Foundation receipt of all Subcontractors Agreement Certifications (III.27)	7/1/2016	30 Days
Progress Report Number 1(Exhibit A)	10/15/2016	3.5 Months
Progress Report Number 2	1/15/2017	6.5 Months
Progress Report Number 3	4/15/2017	9.5 Months
Progress Report Number 4	7/15/2017	12.5 Months
<b>Draft Report (Exhibit A)</b>	<b>10/1/2017</b>	<b>15 Months</b>
Revised Draft Report (Exhibit A)	1/1/2018	18 Months
Proof of Submission to a Selected World Water (Exhibit A, upon request)	1/1/2018	18 Months
Project Synopsis and Profile (Exhibit A)	1/1/2018	18 Months
Final Report (Exhibit A) and Execution of Assignment Documents for Foundation Intellectual Property (III.9.d)	4/1/2018	21 Months
Webcast Presentation (Exhibit A, upon request)	5/1/2018	22 Months
Response to Copyeditor Queries (Exhibit A)	8/1/2018	25 Months
Post-Project Update Report	10/1/2018	27 Months
<b>Completion Date (III.13) and Published Report (Exhibit A)</b>	<b>10/1/2018</b>	<b>27 Months</b>

**Exhibit C**  
**Project Budget**  
**Building-Scale Treatment for Direct Potable Water Reuse & Intelligent Control for Real Time**  
**Performance Monitoring (WRRF-16-02)**

[EXAMPLE, an Excel template will be provided upon request]

Any changes in budget line item(s) as described in Exhibit C of whichever is greater, ten percent (10%) of the line item or one thousand dollars (\$1,000), must be approved in writing by the Foundation.

Personnel (Prime Contractor)					In-Kind		WateReuse Cost	Total Cost
					Services	Cash		
Name	Project Role	Hours	Rate (\$/hour)	Fringe Benefits				
John Doe	PI	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
				<b>Subtotal</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>Other Direct Costs</b>								
<b>Equipment</b>								
					\$0.00	\$0.00	\$0.00	\$0.00
				<b>Subtotal</b>	<b>\$0.00</b>		<b>\$0.00</b>	<b>\$0.00</b>
<b>Supplies</b>								
					\$0.00	\$0.00	\$0.00	\$0.00
				<b>Subtotal</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>Subcontracts</b>								
					\$0.00	\$0.00	\$0.00	\$0.00
				<b>Subtotal</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>Disadvantaged Business</b>								
					\$0.00	\$0.00	\$0.00	\$0.00
				<b>Subtotal</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>Travel</b>								
					\$0.00	\$0.00	\$0.00	\$0.00
				<b>Subtotal</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>Other Costs</b>								
					\$0.00	\$0.00	\$0.00	\$0.00
				<b>Subtotal</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
				<b>Total Direct Cost</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
				Total Indirect Cost	\$0.00	\$0.00	\$0.00	\$0.00
				Fee (if applicable)	\$0.00	\$0.00	\$0.00	\$0.00
				<b>TOTAL</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>Third Party Contributions</b>								
					\$0.00	\$0.00	\$0.00	\$0.00
				<b>Subtotal</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
				<b>Grand Total</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>

**Exhibit D**  
**Subcontractor Agreement Certification**  
**Building-Scale Treatment for Direct Potable Water Reuse & Intelligent Control for Real Time**  
**Performance Monitoring (WRRF-16-02)**

The Subcontractor **[Insert name of Subcontractor here]** to **San Francisco Public Utilities Commission** on this Project has a signed agreement with the San Francisco Public Utilities Commission in which it agrees to comply with and be bound by the following Paragraphs of Article III of the Project Funding Agreement between **San Francisco Public Utilities Commission** and the Water Environment & Reuse Foundation prior to working on the Project in any manner:

- 8. Accounting;
- 9. Intellectual Property;
- 10. Publicity, Press Releases, and Surveys.
- 11. Accuracy of Testing;
- 12. Originality;
- 16. Indemnification and Liability;
- 17. Insurance;
- 18. Workers Compensation;
- 20. Equal Opportunity; and
- 26. Governing Law.

The Subcontractor **[Insert name of Subcontractor here]** has signed an agreement in which it confirms that it has been provided with and reviewed copies of all Exhibits to the Agreement as well as the following Paragraphs of Article III of the Project Funding Agreement prior to working on the Project in any manner:

- 3. Time of Performance;
- 6. Compensation;
- 7. Payments;
- 13. Termination;
- 19. Breach/Damages;
- 21. Relationship of the Parties;
- 22. Modification in Writing;
- 23. Transferability; and
- 24. Exhibits.

**CONTRACTOR** will return copies of this form signed and dated for each Subcontract.

Subcontractor Name:

Subcontractor Address:

Contractor's Designated Representatives Signature:

\_\_\_\_\_  
Name [Print]:  
Title:  
Date:

**Exhibit E**  
**Assignment of Copyright to the Water Environment & Reuse Foundation**  
**Building-Scale Treatment for Direct Potable Water Reuse & Intelligent Control for Real Time**  
**Performance Monitoring (WRRF-16-02)**

In consideration of money paid by the Water Environment & Reuse Foundation towards the Project Building-Scale Treatment for Direct Potable Water Reuse & Intelligent Control for Real Time Performance Monitoring (WRRF-16-02), an individual/entity whose principal place of business is \_\_\_\_\_(hereinafter "Assignor"), the Assignor hereby assigns and forever transfers title to the Water Environment & Reuse Foundation (hereinafter "Assignee"), a 501(c)(3) non-profit corporation having its principal business office at 1199 North Fairfax Street, Suite 410, Alexandria, Virginia 22314, all right, title and interest, including the copyright, in the work titled \_\_\_\_\_ (hereinafter "the Work"). Assignor understands and agrees that Assignee WRRF may make any use of the Work that it deems appropriate, including publishing the Work in print, on a CD-ROM, on the Internet, or in any other media or format.

The term "Work" as used in this Assignment of Copyright, includes all of the Assignor's notes, drafts, memoranda, final drafts and proofs, work sheets, graphic designs and charts and any and all relevant documents related to the Work.

This assignment by the Assignor of all right, title and interest in the Work to the Assignee WRRF is a transfer to the Assignee of the full ownership in and to the Work, including all rights of reproduction, distribution, performance, display and the right to create derivative works.

Assignor warrants that he/it is the sole owner of all such rights in and to the Work; that the Work is original with the Assignor and not in the public domain; that the Work does not violate or infringe any existing copyright; and that the Assignor has full power and authority to enter into this Assignment. The Assignor further warrants that he/it shall defend, indemnify and hold harmless the Assignee, it's officers, directors, employees and volunteers from and against any and all third party claims, actions, causes of action, judgments, liabilities, damages or injuries to persons or property, costs and expenses, including reasonable attorneys' fees, arising out of or resulting from the Assignor's breach of this assignment of copyright, a violation or infringement of copyright, defamation, libel or slander in connection with the Work.

\_\_\_\_\_  
Assignor, by its authorized signatory

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

\_\_\_\_\_  
Assignee Water Environment & Reuse Foundation  
By its authorized signatory

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



**Exhibit F**  
**Project Scope**  
**Building-Scale Treatment for Direct Potable Water Reuse & Intelligent Control for Real Time**  
**Performance Monitoring (WRRF-16-02)**

The following materials are incorporated by reference and made a part of this Agreement:

The Request for Proposals, January 5, 2016

Building-Scale Treatment for Direct Potable Water Reuse & Intelligent Control for Real Time  
Performance Monitoring Proposal, April 11, 2016

Water Environment & Reuse Foundation Award Memorandum, May 12, 2016

Response Memo to Water Environment & Reuse Foundation Award Memorandum, May 12,  
2016

All related subsequent correspondence

**Exhibit G**  
**Scope of Work Document as prepared by San Francisco Public Utilities Commission**  
**Building-Scale Treatment for Direct Potable Water Reuse & Intelligent Control for Real Time**  
**Performance Monitoring (WRRF-16-02)**

Attached here will be the Scope of Work Document as prepared by the Contractor. The “**Scope of Work Document**” shall be defined as a one page written document that clearly describes the Project scope and the duties and responsibilities of the Contractor. The Scope of Work Document may be an abbreviated derivative work of the Project Proposal with any updates made since. Please include:

- Title
- Team
- Introduction
- Research approach/tasks
- Schedule by task