

OHIO WATER DEVELOPMENT AUTHORITY

RESEARCH AND DEVELOPMENT GRANT PARTICIPATION AGREEMENT

WHEREAS, _____ (“Applicant”) requested a Research and Development Grant (“Grant”) from the Ohio Water Development Authority (“Authority”), for a project titled _____, a summary description of which is attached hereto (“Exhibit A”); and

WHEREAS, the Authority under its powers in section 6121.04 (O) of the Ohio Revised Code, by Resolution No. _____ dated _____, approved such request and authorized the Executive Director to execute a participation agreement to implement the requested Grant;

NOW THEREFORE, the Applicant and the Authority agree as follows:

1. The Authority shall grant \$ _____ to the Applicant, to be used solely to carry out the described research and development project, payable by the Authority as a reimbursement of the eligible costs of the project as they are incurred and submitted to the Authority. Prior to making the initial disbursement, the Authority may require evidence that any local share is available for this purpose. Further, all expenditures of Authority Grant funds shall be subject to existing federal, state, and local MBE and WBE requirements.
2. Requests for reimbursement of Grant funds may be submitted to the Authority’s Chief Engineer at any time. All requests for reimbursement should include an invoice itemizing the expenses. Include copies of all applicable documents to verify the requested amount and reference your account number, _____. The Authority will reimburse to the limits set forth in the Grant agreement.
3. This Grant has a five (5) year time limit that begins when the Authority’s Executive Director signs the agreement. Unless otherwise approved by the Authority, requests for reimbursement must be received within this specified time limit. After that time, the Grant account will be closed and any residual funds will revert back to the general Grant account. Any extension to the project or reimbursement time limit shall be made in writing and directed to the Authority’s Chief Engineer. The reasons for the extension and the proposed amount of time extension should be a part of that request.
4. The performance of this research and development project will be performed in compliance with all applicable federal, state and local laws and regulations (including, without limitation, Environmental, Health, and Safety Laws) in effect as of the date hereof.
5. When the Grant reaches 50% disbursed, the Applicant will submit a progress report summarizing the status of the project and giving a breakdown of the costs incurred. Continued disbursement of Grant funds is contingent upon the timely submittal of this report.
6. Upon completion of the project or upon earlier demand by the Authority, the Applicant will submit a report describing the results of the project and how the benefits derived wherefrom fulfilled a general need in Ohio, plus a complete final accounting of the project costs. NOTE: A sum of 10% of the Grant amount will be retained by the Authority until the final report has been accepted and reviewed by the Authority.

7. Pursuant to Ohio law (ORC 3345.14), the Applicant shall retain title to inventions, if any, first conceived or reduced to practice by staff of the Applicant in the course of this research and development project. The Applicant shall have the obligation to exercise due diligence in protecting such inventions through US and international patents as appropriate and in licensing any technology for the benefit of society at large. Furthermore, given that both the Applicant and the Authority desire that the results of this research and development ultimately be made broadly available via publication in order to benefit society as a whole, the parties agree as follows:
- a) The Applicant will promptly report in writing to the Authority any invention conceived or first actually reduced to practice as part of the Applicant's performance under this agreement.
 - b) The Applicant agrees to pay the Authority ten percent (10%) of any licensing fees, royalty payments, lump sums, or other fungible consideration received by the Applicant, that are in excess of patent filing and maintenance costs, for the life of any Applicant patent which results from the research and development being performed hereunder. In no event shall the Applicant be obligated to pay to the Authority royalties in excess of **\$Grant Amount** under this agreement
 - c) The Applicant agrees to make any technique, process, or other benefit created solely by staff of the Applicant in the course of the research and development performed under this Grant, that is not protected under a pending or issued patent, available to the public without restriction and will thus not acquire a proprietary [interest in those items] developed hereunder. This restriction of proprietary interest shall not apply to future technology or processes which may develop from the original concepts for which this Grant was awarded.
8. The Authority reserves the right to discontinue, modify, or withhold any payments to be made under this Grant award or to require a total or partial refund of any Grant funds if, in the Authority's sole discretion, such action is necessary: (1) because Applicant has not fully complied with the terms and conditions of this Grant; (2) to protect the purpose and objectives of the Grant; or (3) to comply with the requirements of any law or regulation applicable to Applicant, the Authority, or this Grant.

For the **Ohio Water Development Authority**:

Ken J. Heigel, Executive Director

Date: _____

For the **Applicant**:

Date: _____