

**OHIO WATER DEVELOPMENT AUTHORITY  
RESEARCH AND DEVELOPMENT GRANT  
PARTICIPATION AGREEMENT**

WHEREAS, \_\_\_\_\_ (“Applicant”) requested a Research and Development Grant Participation Agreement (“Agreement”) from the Ohio Water Development Authority (“Authority” or “OWDA”), for a project titled \_\_\_\_\_, for which the approved application is attached hereto as Exhibit A and made a part of this Agreement;

WHEREAS, the Authority and Applicant may be collectively referred to in this Agreement as the “Parties”; and

WHEREAS, the Authority under its powers in section 6121.04 (L) and (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. **Grant Amount:** The total compensation to be paid to the Applicant under this Agreement will not exceed \$ \_\_\_\_\_, to be used solely to carry out the described research and development project as provided in Exhibit A, payable by the Authority as a reimbursement of the eligible costs of the project as they are incurred and submitted to the Authority, hereinafter referred to as “Grant.” Consequently, Applicant will only be paid for eligible costs and work actually performed, which may be less than the total compensation allocated in this section. 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’s grant funds shall be subject to existing federal, state, and local minority business enterprise (“MBE”) and women business enterprise (“WBE”) requirements.
2. **Reimbursement Requests:** Applicant’s reimbursement request for eligible costs incurred shall be consistent with this article and Exhibit A of this Agreement. Contractor's invoices must be submitted to OWDA in PDF format and contain:
  - a) The purchase order number, if applicable, authorizing the delivery of supplies or services;
  - b) OWDA’s Name;
  - c) OWDA’s Billing Address;
  - d) Applicant’s Name and federal employer ID number (or other identification as appropriate);
  - e) Applicant’s Address;
  - f) Applicant’s Unique Invoice Number;
  - g) Date that services were provided or that supplies were delivered;
  - h) Itemization of supplies or services provided, including cost;
  - i) A description of the services performed, dates of service, and total hours worked;
  - j) For Time and Materials Contracts, the invoice must reflect labor hours actually worked and, if applicable, supplies used;
  - k) Clear statement of total payment expected;
  - l) Include all backup documentation to support the invoice, including, but not limited to receipts, sufficient to verify the requested amount; and,
  - m) Reference to Applicant’s account number, \_\_\_\_\_.

The Authority will only reimburse to the total not to exceed compensation limits set forth in the Agreement. If a reimbursement request does not contain the information required, OWDA will notify Applicant of any defect or impropriety. Initially, requests for reimbursement of grant funds

shall be submitted to [disbursements@owda.org](mailto:disbursements@owda.org). Once notified by OWDA, Applicant shall submit reimbursement request in a new online web portal, the details of which will be provided by OWDA at a later date.

3. **Term:** This Agreement has a five (5) year time limit that on the Effective Date of 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 Deputy Executive Director of Program Operations. The reasons for the extension and the proposed amount of time extension should be a part of that request. Any extensions must be granted by the OWDA's Board.
4. **Compliance with Law:** 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. **Required Reports:** The Applicant shall provide the following reports:
  - a) 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.
  - b) 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.
6. **Discoveries, Inventions or Patents:** 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 Agreement, 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.
7. **Payments:** 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 Agreement; (2) to protect the purpose and objectives of the Agreement; or (3) to comply with the requirements of any law or regulation applicable to Applicant, the Authority, or this Agreement.
  8. **Records:** Applicant shall preserve all account statements, documents and other records associated with this Agreement and the Project Account for a minimum of five (5) years after termination of this Agreement.
  9. **Notices:** All communications shall be in writing and shall be hand-delivered; mailed first class, postage pre-paid; or mailed certified or registered mail, postage pre-paid or e-mailed, as follows:

**NAME OF ENTITY**

Name of Office \_\_\_\_\_

Attn: Name \_\_\_\_\_

Title \_\_\_\_\_

Address \_\_\_\_\_

Email address \_\_\_\_\_

**Ohio Water Development Authority**

Ohio Water Development Authority  
 Attn: Executive Director  
 480 South High Street  
 Columbus, Ohio 43215

10. **Equal Employment Opportunity and other Compliance:** The Applicant shall comply with the State Equal Employment Opportunity guidelines, and any direction as set forth by officials or agencies of the State or Federal Government that seek to eliminate unlawful employment discrimination, and with all other State and Federal efforts to assure equal employment practices under this Agreement. Before and during performance, the Applicant shall promptly comply with all requests and direction from the State of Ohio or any of its officials and agencies.

Upon the Applicant's noncompliance with the nondiscrimination clauses of this Agreement, this Agreement may be canceled, terminated or suspended in whole or in part, and the Applicant may be ineligible for further state contracts and such other sanctions may be imposed and remedies instituted as otherwise provided by the law.

11. **Nondiscrimination:** The Applicant shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, age, sex, sexual orientation, military status, or any disability as defined in the Americans with Disabilities Act (ADA). The Applicant shall not, in any manner, discriminate, intimidate or retaliate against any employee on account of race, color, religion, sex, sexual orientation, military status, national origin, disability, age or ancestry. The Applicant shall take affirmative action to ensure that employees are treated during employment, without regard to their race, color, religion, national origin, ancestry, age, sex, sexual orientation, military status, or any disability, as defined in the ADA. Such action shall include, but is not limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, including apprenticeship.

The Applicant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Agency setting forth the provisions of this nondiscrimination clause. Furthermore, the Applicant agrees to comply with all pertinent provisions of ORC Section 125.111, 4112.02, and the Drug Free Workplace Act.

The Applicant shall, in all solicitations or advertisements for employees placed by or on behalf of the Applicant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, age, sex, sexual orientation, military status, or any disability, as defined in the ADA.

12. **Certification of Funds:** It is expressly understood by Applicant that none of the rights, duties, and obligations described in this Agreement will be binding on either party until all statutory provisions under the Ohio Revised Code and procedural requirements under the Authority's bylaws or policies have been complied with. Moreover, no act by OWDA's Board is considered binding upon or a restriction upon a future OWDA Board. If at any time sufficient funds are not available or appropriated to continue funding any payment due under this Agreement, this Agreement will terminate for just cause.

13. **Force Majeure (Excusable Delay):** Neither Party will be liable for any delay in its performance that arises from causes beyond its or its subcontractor's control and without its or its subcontractor's negligence or fault. For purposes of this Section, the term "force majeure event" includes without limitation, the following: Acts of God, such as pestilence, lightning, earthquakes, fires, storms, hurricanes, tornadoes, floods, washouts, droughts, severe weather. Additional circumstances and events include epidemics, explosions, restraining of government and people, war, strikes, and other similar events or causes.

If the Authority or the Applicant cannot perform any part of its obligations under this agreement because of force majeure, that party is excused from those obligations, to the extent that performance is prevented by the force majeure event and that party took all commercially reasonable steps to mitigate or avoid the effects of the force majeure event. If there is only a delay in performance, such delay may extend only for that time lost because of the force majeure event. If a party is unable to perform those above-referenced obligations, it must also do the following:

1. Promptly notify the other party, in writing, of any material delay in performance due to a specified force majeure event;
2. Provide detailed information of the force majeure event;
3. Provide a proposed revised performance date to make up for performance delays due to the

force majeure event. When applicable, the revised schedule must provide for performance time not to exceed the time lost as a result of the force majeure event.

14. **Governing Law:** This Agreement shall be governed by the laws of the State of Ohio, and the venue for any disputes will be exclusively with the appropriate court in Franklin County, Ohio. Any provisions requiring the State to participate in arbitration do not meet the requirements of state law and shall be considered stricken.
15. **Ohio Ethics Law:** Applicant agrees that it is currently in compliance and will continue to adhere to the requirements of Ohio Ethics law as provided by Chapter 102 of the Ohio Revised Code and in Ohio Revised Code Sections 2921.42 and 2921.43.
16. **Ohio Election Law:** The Applicant affirms that, as applicable to it, no party listed in Division (I) or (J) of Section 3517.13 of the Ohio Revised Code or spouse of such party has made, as an individual, within the two previous calendar years, one or more contributions in excess of the amounts specified in ORC 3517.13, to the Governor or to his campaign committees.
17. **State Audit Findings:** The Applicant affirmatively represents and warrants to Authority that it is not subject to a finding for recovery under ORC 9.24 or otherwise qualifies under that section. The Applicant agrees that if this representation or warranty is deemed to be false, the Agreement shall be void *ab initio* as between the parties to this Agreement, and any funds paid by Authority hereunder immediately shall be repaid to Authority, or an action for recovery immediately may be commenced by Authority for recovery of said funds. The Applicant affirmatively represents and warrants to Authority that it is not debarred from consideration for contract awards by the Director of the Department of Administrative Services, pursuant to either ORC 153.02 or ORC 125.25. If this representation and warranty is false, this Agreement is void *ab initio* and Applicant shall immediately repay to the State any funds paid under this Agreement.  
  
It is fully understood and agreed that neither Applicant nor any of its employees or other personnel shall at any time or for any purpose, be considered as agents or employees of the Authority or the State of Ohio. The Applicant certifies that neither the Applicant nor its employees or other personnel are public employees of the Agency under federal or state law for tax, Workers' Compensation, and retirement deduction purposes.
18. **Independent Contractor:** It is fully understood and agreed that neither Applicant nor any of its employees or other personnel shall at any time or for any purpose, be considered as agents or employees of the Authority or the State of Ohio. The Applicant certifies that neither the Applicant or its employees or other personnel are public employees of the Agency under federal or state law for tax, Workers' Compensation, and retirement deduction purposes.
19. **Open Trade:** Pursuant to Ohio Revised Code 9.76 (B) Applicant warrants that Applicant is not boycotting any jurisdiction with whom the State of Ohio can enjoy open trade, including Israel, and will not do so during the Agreement term.
20. **Assignment:** Neither this Agreement, nor any rights, duties, nor obligations hereunder, may be assigned, delegated, or transferred in whole or in part by the Applicant without prior written consent of the State. Any assignment or delegation not consented to may be deemed void by the State.

21. **Prior Expenses:** The Authority shall not be responsible for any costs incurred by the Applicant prior to the effective date of this Agreement and any grant-related expenditures made prior to the effective date of the Agreement will not be reimbursed.
22. **Liability and Indemnification:** Applicant shall be responsible for its own acts and omissions and will be responsible for any and all damages, costs, and expenses that arise out of the performance of this Agreement and that are due to Applicant's own negligence, tortious acts, or other conduct or that are due to the negligence, tortious acts, or other conduct of the Applicant's respective agents, officers, or employees.

Applicant agrees to indemnify, save, and hold harmless Authority from any claims or causes of action arising from, or related to, implementing the Project, including any acts or omissions of Applicant. Authority shall not be considered a party to and shall not be held liable under any contract entered into by Applicant in carrying out the activities pursuant to this Agreement.

23. **OWDA's Right to Audit:** Authority shall at any reasonable time have the right of access to and the right to audit all books and records, financial or otherwise, pertinent to the administration and operation of this project. The Applicant shall keep said books and records in a manner consistent with generally accepted accounting procedures in a common file to facilitate audits and inspections. In the event of a special audit, the Applicant will be responsible for the actual cost of the audit. Said costs shall be determined by the Authority.
24. **Auditor of State and Records:** The Applicant shall keep and make available to the Ohio Auditor of State all books and records, financial or otherwise, pertinent to the administration and operation of this project. Applicant shall keep such books and records in a manner consistent with generally accepted accounting procedures in a common file to facilitate audits by the Ohio Auditor of State. The Applicant will be responsible for the actual cost of all audits. Said costs shall be determined by the Authority. The Authority shall at any reasonable time have the right of access to and the right to review all books and records, financial or otherwise, pertinent to the administration and operation of this project.

This Agreement shall remain in effect until the entire project is completed and the Auditor of State has completed the local government audits for the last year in which grant funds were disbursed. If the Ohio Auditor of State issues a finding for recovery to the Applicant, the Authority reserves the right, at any time after execution of this Agreement to terminate, revise, or extend the grant in whole or in part, upon written notification to the Applicant. The Applicant, upon receipt of notice of termination, shall not incur any new obligations and shall take all necessary and appropriate steps to limit disbursements and minimize costs and obligations, including cancelling as many outstanding obligations as possible. If requested by the Authority, the Applicant shall promptly furnish a report that describes the status of all work under this Agreement as of the date of receipt of the termination notice. The Applicant agrees to waive any right to, and shall make no claim for, additional compensation against the Authority by reason of such termination.

25. **Provision of Services to be within the United States and Prohibition on the Purchases of Services from or Investments in Russian Institutions and Companies:** Subrecipient affirms to have read and understands Executive Order 2019-12D and Executive Order 2022- 02D and shall abide by those requirements in the performance of this Agreement and shall perform no services required under the Agreement outside of the United States or purchase services from or investment in Russian institutions and companies. Notwithstanding any other terms of this Agreement, the Authority reserves the right to recover any funds paid for services the

Subrecipient performs outside of the United States for which it did not receive a waiver or funds paid for services from or investments in Russian institutions and companies. The Authority does not waive any other rights and remedies provided the Authority in this Agreement.

26. **Breach Cure:** The Authority, in its sole discretion, may provide written notice to Applicant of a breach and permit the Applicant to cure the breach. Such cure period shall be no longer than 21 calendar days. Notwithstanding the Authority permitting a period of time to cure the breach or the Applicant's cure of the breach, the Authority does not waive any of its rights and remedies provided the Authority in this Agreement.

27. **Termination, Cancellation, or Suspension:** This Agreement may be canceled, terminated or suspended in whole or in part upon a determination by the Authority that the Applicant is in Breach of this Agreement due to any violation of the terms or conditions of this Agreement, including Applicant's representations under this Agreement and the requirement that the Applicant's project meet the eligibility criteria of the H2Ohio Fund as specified in ORC section 126.60. Such a determination may render Applicant ineligible for reimbursement under this Agreement or further state contracts.

The Authority reserves the right, at any time after the effective date, and with or without cause, to terminate, revise, or extend the grant in whole or in part, upon written notification to the Applicant. The Applicant, upon receipt of notice of termination, shall not incur any new obligations and shall take all necessary and appropriate steps to limit disbursements and minimize costs and obligations, including cancelling as many outstanding obligations as possible.

If requested by the Authority, the Applicant shall promptly furnish a report that describes the status of all work under this Agreement as of the date of receipt of the termination notice. The Applicant agrees to waive any right to, and shall make no claim for, additional compensation against the Authority by reason of such termination.

Upon termination of this Agreement, all unspent funds and funds subject to a finding for recovery by the Ohio Auditor of State, if any, shall be returned to the Authority within forty-five (45) days of project completion or receiving notification of any termination of the grant or program. Any payment not received within forty-five days of the due date may be turned over to the Attorney General for collection as a delinquent claim, and the Applicant agrees to pay the Authority all costs the Authority incurs for delinquent collections by the Attorney General's office.

28. **Effective Date:** This Agreement shall be effective upon execution of this Agreement by all Parties, the "Effective Date," and shall continue in full force and effect until completion of the entire project, or until all obligations of the Applicant under this Agreement have been fully satisfied, whichever is later.

29. **Entire Agreement; Modifications:** The Agreement supersedes all prior agreements, written or oral, between Applicant and the Authority and shall constitute the entire Agreement and understanding between the parties with respect to the subject matter hereof. The Agreement and each of its provisions shall be binding upon the parties and may not be waived, modified, amended, or altered except by a writing signed by the Authority and Applicant.

30. **Severability:** A determination by a court of competent jurisdiction that any part of this Agreement is invalid shall not invalidate or impair the force or effect of any other part hereof, except to the extent that such other part is wholly dependent for its operation on the part so declared invalid.

31. **Headings:** Section headings contained in this Agreement are inserted for convenience only and shall not be deemed to be a part of this Agreement.

For the **Ohio Water Development Authority:**

\_\_\_\_\_  
Michael Fraizer, Executive Director

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

For the **Applicant:**

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Title

SAMPLE