

# GRANT AGREEMENT

This Grant Agreement ("**Agreement**") is entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2013 (the "**Effective Date**") by and between Itron, Inc., a Washington corporation having its principal place of business at 2111 N. Molter Rd., Liberty Lake, WA 99019 ("**Itron**" or "**Program Manager**") and \_\_\_\_\_, having its offices at \_\_\_\_\_ ("**Grantee**"). Itron and Grantee may each be referred to as a "**Party**" and together as the "**Parties**."

WHEREAS, Grantee submitted a grant application to Itron for \_\_\_\_\_, (the "**Project**"), as more fully described in the scope of work, schedules and personnel, and deliverables included hereto as Exhibit A (the "**Scope of Work**"); and

WHEREAS, as program administrator for the California Solar Initiative (CSI) Research, Development, Demonstration, and Deployment Program ("**CSI RD&D**"), Itron is responsible for soliciting applications and entering into grant agreements with eligible applicants upon receiving funding approval from the California Public Utilities Commission ("**CPUC**"); and

WHEREAS, Grantee's Application has been selected to receive a grant award for the Project in the amount of \$\_\_\_\_\_, which the Grantee wishes to accept (the "**Grant**"), that shall be paid out of funds allocated and disbursed directly by Pacific Gas and Electric ("**PG&E**").

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, the Parties agree as follows:

## 1. GRANT PURPOSE

1.1 Scope of Work and Purpose. Grantee will have overall responsibility for the timely completion of the Project in accordance with the Scope of Work set forth in Exhibit A and agrees to operate within the financial constraints of the approved Grant budget contained in Exhibit B.

1.2 Status of Parties The Grantee understands that this Agreement is between Itron as Program Manager and Grantee with funding being provided directly to Grantee by PG&E. Itron has contracted with PG&E to administer the CSI RD&D on behalf of the CPUC. Itron will recommend grant projects for funding to the CPUC and all final Grant funding decisions will be made by the CPUC.

1.3 Approval. The Grantee shall not commence work under this Agreement until all Parties have signed the Agreement. Any work performed prior to execution of this Agreement is performed at the Grantee's sole risk and expense, with no expectation of reimbursement.

## 2. TERM

The term of this Agreement shall commence on the Effective Date and continue for two (2) years unless otherwise terminated in accordance with the terms of this Agreement. The Agreement may be extended for an additional one (1) year term upon approval by Itron and the CPUC.

## 3. KEY PERSONNEL

Grantee's key personnel under this Agreement include the Principal Investigator and team members identified in Exhibit A. Those individuals identified as being key personnel shall be engaged with the Project for the duration of the Grant. The Grantee shall not replace or substitute key personnel, including the designated technical point of contact, without the prior, written consent of the Program Manager.

## 4. PERFORMANCE OBLIGATIONS

4.1 Standard of Performance. The Grantee shall exercise the degree of skill and care required by customarily accepted industry standards and professional practices and procedures in the performance of work under this Agreement.

4.2 Financial Management Systems. The Grantee shall maintain financial management systems during the term of this Agreement that provide for (a) accurate, current and complete disclosure of the financial activity under this Agreement, (b) effective control over and accounting for all funds, (c) segregation of project funds from other projects or programs, and (d) accounting records supported by source documentation.

## 5. AMOUNT AND AUTHORIZED USE OF GRANT FUNDS

5.1 Use. In consideration of the various obligations undertaken by Grantee pursuant to this Agreement, Grant funds shall be used exclusively for the Project in accordance with the Scope of Work described in Exhibit A of this Agreement and for the amount set forth in Exhibit B, as such Exhibits may be amended from time to time. The Grantee may shift funds between the tasks, provided that no task increases more than 10% from the original approved budget. All other budget changes shall be approved by the Itron Grant Manager.

5.2 Travel. If set forth in Exhibit B, reimbursement for necessary travel and per diem shall be at the rates specified by the California Department of Personnel Administration for similar employees (<http://www.calhr.ca.gov/employees/Pages/travel-meals.aspx>) or the University of California for university faculty or employees (<http://www.ucop.edu/ucophome/policies/bfb/g28summary.pdf>). These reimbursement rates are maximums, **not allowances**. Grantees may claim only their **actual expense** and **must submit receipts** substantiating the amount claimed when invoicing.

5.3 Equipment. All equipment that Grantee intends to purchase under this Agreement with Grant funds must be included in the Application budget and approved in Exhibit B. Major equipment purchases will be considered allowable as direct costs, only if the equipment is necessary for completing the primary objectives of the Grant and renting or leasing the equipment at a lower cost is not an option. All equipment purchased with CSI RD&D Grant funds, with a unit cost of \$5,000 or more will be subject to the following terms and conditions:<sup>14</sup>

- (a) Title to all non-expendable equipment purchased with Grant funds shall remain with the CPUC; and
- (b) Grantee shall assume all responsibility for maintenance, repair, destruction and damage to equipment while in the possession of or subject to the control of the Grantee (costs for maintenance and insurance may be applied against the Grant).

Upon termination of the Grant Agreement, Itron, on behalf of the CPUC, may exercise any one or more of the following options for the equipment:

- (a) request that the equipment be returned to the CPUC or transferred to another state-owned or approved institution;
- (b) allow the Grantee to retain ownership of the equipment if there is evidence that the equipment will be used for continued energy related research and the CPUC continues to receive data from the project for a negotiated term; and
- (c) allow the Grantee to purchase the equipment if there is no evidence that the equipment will continue to be used for energy related research. The purchase price of the equipment will be determined by the CPUC in light of the value of the research to the State of California.

## 6. **DISBURSEMENT OF GRANT**

6.1 Payment. Payment shall be made to the Grantee after receipt of a complete, accurate invoice and progress report ("**Payment Request**"). The format for the progress report that is to accompany each invoice can be found in Exhibit C. All Payment Requests must be approved by the Itron Grant Manager, and shall comply with the following requirements before payment is approved and funding is disbursed by PG&E:

- Provide an original copy of an itemized invoice signed by Grantee or designee of the organization or business.
- The invoice shall cover a period no shorter than one month and no greater than three months.
- Invoice(s) should be submitted within 30 days of the end of the invoice period except for the final invoice which may be submitted up to 60 days following termination of the Grant Agreement. The final invoice must be clearly labeled "Final Invoice".

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<sup>14</sup> Equipment with a unit cost of less than \$5,000 will not be subject to the listed terms and conditions.

- Approved travel expenses listed on the invoice will be reimbursed only if a copy of the Grant Travel Expense Record or equivalent travel voucher is attached to the invoice.
- Invoices can only include expenses incurred within the term of the Agreement.
- All payments made under the Grant award shall be subject to audit, as described in Section 8.

Failure to use the address above may result in non-payment and return of the invoice to the Grantee. Failure to submit a timely Payment Request (more than 120 days following the end of the invoice period, including the Final Invoice) will result in non-payment and return of the invoice to the Grantee.

6.2 Retainage. The Grantee agrees that 10% of each Payment Request will be retained until completion of the Project. Retained amounts will be promptly disbursed to the Grantee, without interest, upon completion of the Project and receipt of the final report and invoice.

## 7. REPORTS

7.1 Progress Reports. The Grantee will submit regular progress reports which summarize the work conducted during the reporting period. Progress reports will be submitted along with invoices and the format for these reports can be found in Exhibit C.

7.1 Final Report. With completion of the Project, the Grantee will submit a final report describing the Grant goals, activities conducted under the Project in pursuit of these goals, and a summary of Grant accomplishments. The final report must include copies of any deliverables, publications or reports produced. The Final Report instructions can be found in Exhibit D. The Final Report will be due no later than 90 days after termination of this Agreement.

## 8. INSPECTION AND REVIEW OF RECORDS

The CPUC, Itron, PG&E, or each of its duly authorized representatives, respectively, shall have the right to examine and audit pertinent books, documents, papers and records of the Grantee including financial transactions and supporting documents, general accounting systems, internal controls, management practices, and policies and procedures pertaining to the performance of this Agreement. The Grantee will maintain financial records in such a fashion that it can provide substantiation to all expenditures related to the Grant for at least four years after the end date of the Grant.

## 9. STOP WORK

The Program Manager, with CPUC's authorization and direction, may at any time, by written notice to Grantee, require Grantee to stop all or part of the work set forth in Exhibit A ("**Stop Work Order**"). Stop Work Orders may be issued for any reason, including but not limited to, the Project exceeding budget, performance issues, out of scope work, delays in the Project schedule, and misrepresentations. Upon receipt of a Stop Work Order, the Grantee shall

immediately take all necessary steps to comply with the Stop Order and minimize the incurrence of costs allocable to the work stopped. An equitable adjustment may be made by Itron based upon a written request by the Grantee for an equitable adjustment. The Grantee shall resume the stopped work only upon receipt of written instructions from the CPUC or the Program Manager, with CPUC's authorization and direction. In the event of a Stop Work Order, the Grantee shall be entitled to payment for acceptable and allowable work performed, and for all obligations not able to be terminated or cancelled made in connection with such work up to the date of termination, provided that in no event shall payment exceed the maximum amount set forth in Exhibit B.

## **10. TERMINATION**

Either the grantee or Itron, as authorized and directed by the CPUC, shall have the option to terminate this Agreement at any time and for any reason upon giving the other party thirty (30) calendar days prior written notice. In the event of termination, the Grantee shall be entitled to payment for acceptable and allowable work performed, and for all uncancellable obligations made in connection with such work up to the date of termination, provided that in no event shall payment exceed the maximum amount set forth in Exhibit B.

## **11. EQUAL OPPORTUNITY/NON-DISCRIMINATION**

Grantee shall comply with the provisions of Title VII of the Civil Rights Act of 1964 (42 USC 2000 as amended by the Equal Opportunity Act of March 24, 1972, Public Law No. 92-261) in that it shall not discriminate against any individual with respect to his or her compensation, terms, conditions, or privileges of employment; or discriminate in any way which would deprive or intend to deprive any individual of employment opportunities or otherwise adversely affect his or her status as an employee because of such individual's race, color, religion, sex, national origin, age, handicap, medical condition, or marital status.

The Grantee shall ensure that services and benefits are provided without regard to race, color, religion, sex, age, or national origin in accordance with Title VII of the Civil Rights Act of 1964. The Grantee shall comply with Section 503 of the Rehabilitation Act of 1973, as amended (29 USC 794), pertaining to the prohibition of discrimination against qualified handicapped.

## **12. RIGHTS OF PARTIES REGARDING DELIVERABLES, DATA, AND INTELLECTUAL PROPERTY**

12.1 CPUC Rights in Deliverables. Deliverables and reports specified for delivery to Itron on behalf of the CPUC under this Agreement shall become the property of the CPUC. The CPUC may use, publish, and reproduce the deliverables and reports developed using CSI RD&D funds.

12.2 Rights of Technical, Generated and Deliverable Data.

(a) Grantee's Rights. All data produced under this Agreement shall be the property of the Grantee, limited by the license retained by the CPUC in (b) below, and the rights the CPUC

has in deliverables specified above in Section 12.1. The Grantee may mask or otherwise protect customer-specific or confidential data from disclosure to Itron, the CPUC or other third-parties.

- (b) *CPUC's Rights*. The Grantee shall provide Itron and any designated reviewer(s) with a copy of all data produced under the Agreement, when requested. The Grantee is not required to copy and submit data that Itron has identified as being unusable to the CPUC and the CSI RD&D program, such as raw data that is too disaggregated or voluminous for practical application. Such data shall be retained at the Grantee's facility for inspection, review and possible copying by Itron or the CPUC for a minimum of three (3) years after final payment unless a longer period of records retention is stipulated. Upon request by the CPUC or Itron, the Grantee shall provide any designated reviewer(s) access to review data produced in the course of this Agreement that is not requested to be delivered to the CPUC or Itron. For all data produced under this Agreement, the CPUC and the Program Manager retain a no-cost, non-exclusive, non-transferable, irrevocable, royalty-free, worldwide, perpetual license to use, publish, translate, and produce and to authorize others to produce, translate, publish and use the data.

12.3 Proprietary Data. Proprietary data owned by the Grantee shall remain with the Grantee throughout the term of this Agreement and thereafter. The extent of Itron's access to the same and the testimony available regarding the same shall be limited to that reasonably necessary to demonstrate, in a scientific manner to the satisfaction of scientific persons, the validity of any premise, postulate or conclusion referred to or expressed in any deliverable or to establish a baseline for repayment purposes. Upon request by Itron or the CPUC, the Grantee shall provide access to review Grantee's proprietary data produced in the course of this Agreement that is not requested to be delivered to Itron or the CPUC. Itron shall not disclose any of the Grantee's proprietary data accessed or reviewed to any third party.

12.4 Preservation of Data. Any data that is reserved to the Grantee by the express terms hereof, and proprietary data and trade secrets that have been utilized to support any premise, postulate or conclusion referred to or expressed in any deliverable hereunder, shall be preserved by the Grantee at the Grantee's own expense for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated.

12.5 Destruction of Data. Before the expiration of three (3) years or the stipulated records retention period and before changing the form of or destroying any data (including proprietary data) or trade secrets, the Grantee shall notify Itron and the CPUC of any such contemplated action and the CPUC may, within thirty (30) days after said notification, determine whether it desires said data to be further preserved. If the CPUC so elects, the expense of further preserving said data shall be paid for by the CPUC. The Grantee agrees that the CPUC may at its own expense, have reasonable access to the data throughout the time during which the data is preserved. The Grantee agrees to use its best efforts to identify competent witnesses to testify in any court of law regarding said data or, at the expense of the CPUC to furnish such competent witnesses.

12.6 Patent Rights. Patent rights for inventions will be the property of the Grantee, subject to the CPUC and Itron retaining a no-cost, nonexclusive, nontransferable, irrevocable, royalty-free, worldwide perpetual license to use or have practiced for or on behalf of the State of California the invention(s) for governmental purposes. The Grantee must obtain agreements to effectuate this clause with all persons or entities obtaining ownership interest in the patented invention(s). Previously documented inventions (whether patented or unpatented under the patent laws of the United States of America or any foreign country) are exempt from this sub clause.

12.7 March-In Rights. The Grantee shall forfeit and assign to the CPUC, at the CPUC's request, all rights to an invention if either: 1) the Grantee fails to apply for a patent on the subject inventions(s) developed under this Agreement within six (6) months of conceiving or first actually reducing the technology to practice, or, 2) the Grantee or assignee has not taken, or is not expected to take within a reasonable time, effective steps to achieve practical application of the invention. In this event, the Grantee agrees to relinquish all rights, subject to DOE reserved rights, to the subject invention to the CPUC. The CPUC will have the unfettered right to use and/or dispose of the rights in whatever manner it deems most suitable to help transfer the technology into the market place, including but not limited to, seeking patent protection, or licensing the invention.

12.8 CPUC's Rights to Invention. The Grantee and all persons and/or entities obtaining an ownership interest in an invention(s) shall include within the specification of any United States patent application, and any patent issuing thereon covering an invention, the following statement:

"This invention was made with State of California support under «Project Title». The CPUC has certain rights to this invention."

12.9 CPUC's Interest in Inventions. If the Grantee or any named subcontractor perfects a patent application on any invention, the Grantee shall notify the Itron Grant Manager and the CPUC's Contracts Manager. The CPUC's Contracts Manager will complete and file a Uniform Commercial Code (UCC.1) Financing Statement with the Secretary of State's Office.

12.10 Copyrights. Copyrightable work first produced under this Agreement shall be owned by the Grantee, limited by following license granted to the CPUC and Itron. The Grantee agrees to grant the CPUC and Itron a royalty-free, no-cost, nonexclusive, irrevocable, nontransferable, worldwide, perpetual license to produce, translate, publish, use and dispose of, and to authorize others to produce, translate, publish, use and dispose of all copyrightable work first produced or composed in the performance of this Agreement. The Grantee will apply copyright notices to all documents prepared for this Agreement that will be released to the public including reports, deliverables, articles submitted for publication, and all reprints, using the following form or such other form as may be reasonably specified by the CPUC. In the event software is developed that is not a deliverable under the Agreement, the Grantee shall have the right to copyright and/or patent such software and grants the CPUC and Itron with a royalty-free, no-

cost, non-exclusive, irrevocable, non-transferable, worldwide, perpetual license to produce and use the software, its derivatives, and upgrades for governmental purposes.

**12.11 Infringement Indemnity.** The Grantee warrants that they will not, in supplying work under this Agreement's scope of work, knowingly infringe or misappropriate any intellectual property right of a third party, and that it will conduct a reasonable investigation of the intellectual property rights of third parties to avoid such infringement. The Grantee will defend and indemnify Itron and the CPUC from and against any claim, lawsuit or other proceeding, loss, cost, liability or expense (including court costs and reasonable fees of attorneys and other professionals) to the extent arising out of: (i) any third party claim that a deliverable infringes any patent, copyright, trade secret or other intellectual property right of any third party, or (ii) any third party claim arising out of the negligent or other tortuous act(s) or omission(s) by the Grantee, its employees, subcontractors or agents, in connection with or related to the deliverables or the Grantee's performance thereof under this Agreement.

This section will be removed **only** for a grantee that is a state entity.

**12.12 Confidentiality.** Unless special provisions have been made, the Grantee shall not provide to Itron or the CPUC information that has been designated as confidential. However, it is the intent of Itron and the CPUC to use and release Project results such as deliverables and data in a manner calculated to further the CPUC's CSI RD&D Program while protecting proprietary or patentable interests of the Parties. Therefore, if it has been deemed necessary for the Grantee to provide confidential information to Itron, it is agreed that Itron will not disclose information that the Grantee has identified as confidential without the prior written consent of Grantee. Itron and the CPUC shall have no obligation under this Section with respect to information that is: (i) publicly known; (ii) already known to Itron and the CPUC; (iii) lawfully disclosed by a third party; (iv) independently developed; or (v) disclosed pursuant to a legal requirement or order. In the event Itron and the CPUC intend to publish or have disclosed information the Grantee considers confidential, the Grantee's exclusive remedy is a civil court action for injunctive relief.

### **13. INDEMNITY**

The Grantee shall hold harmless Itron, the CPUC, and PG&E and each of its affiliates, officers, directors, employees, or other representatives from and against any and all liability, loss, expense, attorney fees or claims of injury or damages arising out of the performance of this Agreement.

This section will be removed **only** for a grantee that is a state entity

### **14. LIMITATION OF LIABILITY**

IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR INCIDENTAL, SPECIAL, CONSEQUENTIAL (INCLUDING LOSS OR CORRUPTION OF DATA OR LOSS OF REVENUE,

SAVINGS OR PROFITS) OR EXEMPLARY DAMAGES, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

EXCEPT FOR LIABILITY ARISING FROM BREACHES OF CONFIDENTIALITY OR FROM INDEMNIFICATION OBLIGATIONS, THE AGGREGATE LIABILITY OF GRANTEE AND ITS AFFILIATES AND ITS AND THEIR OFFICERS, DIRECTORS, EMPLOYEES OR OTHER REPRESENTATIVES, ARISING IN ANY WAY IN CONNECTION WITH THIS AGREEMENT—WHETHER UNDER CONTRACT LAW, TORT LAW, WARRANTY OR OTHERWISE—SHALL NOT EXCEED THE GRANT AMOUNT RECEIVED UNDER THIS AGREEMENT.

EXCEPT FOR LIABILITY ARISING FROM BREACHES OF CONFIDENTIALITY, THE AGGREGATE LIABILITY OF ITRON AND ITS AFFILIATES AND ITS AND THEIR OFFICERS, DIRECTORS, EMPLOYEES OR OTHER REPRESENTATIVES, ARISING IN ANY WAY IN CONNECTION WITH THIS AGREEMENT—WHETHER UNDER CONTRACT LAW, TORT LAW, WARRANTY OR OTHERWISE—SHALL NOT EXCEED THE AMOUNTS PAID BY PG&E TO ITRON AS PROGRAM MANAGER.

## **15. DISPUTES**

In the event of a dispute between the Grantee and Itron, the Grantee may appeal the action to the CPUC. The Grantee will provide any relevant information, documentation, and/or extenuating circumstances that may support an alternative action. The CPUC shall have the sole authority to resolve the dispute. Any decision rendered shall be final and binding on all Parties.

## **16. PUBLICATIONS/ACKNOWLEDGEMENT OF SUPPORT/DISCLAIMER**

The Grantee is responsible for assuring that an acknowledgement of support from the CPUC's CSI RD&D Program is made for any materials based on or developed under the Grant. Acknowledgement shall also be made orally during any news media interviews, including radio, television or news magazines. The Grantee is also responsible for assuring that every publication of material based on or developed under the Grant, except scientific articles or papers appearing in scientific, technical or professional journals, contains the following disclaimer:

“Any opinions, findings, and conclusions or recommendations expressed in this material are those of the author(s) and do not necessarily reflect the views of the CPUC, Itron, Inc. or the CSI RD&D Program.”

## **17. MISCELLANEOUS**

17.1 Non Assignment. Grantee may not assign or transfer its interests, rights or obligations under this Agreement by written agreement, merger, consolidation, operation of law or otherwise without the prior written authorization of the Program Manager or the CPUC. Any attempt to otherwise assign this Agreement by Grantee shall be null and void.

17.2 Severability. If any provision in this Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will in no way be affected or impaired thereby and such provision shall be interpreted so as to best accomplish the intent of the Parties within the limits of applicable law.

17.3 Survival. Any provision of this Agreement that contemplates performance or observance subsequent to termination or expiration of this Agreement shall survive termination or expiration and continue in full force and effect for the period so contemplated including, but not limited to, provisions relating to intellectual property ownership, payment terms, confidentiality, waiver of consequential damages, and cap on liability.

17.4 Non-Waiver. Any term of this Agreement may be amended and the observance of any term of this Agreement may be waived (either generally or in a particular instance and either retroactively or prospectively), only by a writing signed by an authorized representative of each Party and declared to be an amendment hereto. No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision.

17.5 Applicable Law. This Agreement and performance hereunder will be governed by and construed in accordance with the laws of the State of California.

17.6 Notices. Any notice required or permitted under this Agreement or required by law must be in writing and must be delivered in person, by facsimile, by certified mail (return receipt requested), or by a nationally recognized overnight service with all freight charges prepaid, to the address set forth below. Notices will be deemed to have been given at the time of actual delivery, if in person, or upon receipt (as evidenced by facsimile confirmation, return receipt or overnight delivery verification). Either Party may change its address for notices by written notice to the other Party in accordance with this section.

**Itron:**

Attn: General Counsel  
Itron, Inc.  
2111 North Molter Road  
Liberty Lake, WA 99019  
FAX (509) 891-3331

**Grantee:**

**CPUC:**

Attn: Cathy Fogel  
CPUC  
505 Van Ness Avenue  
San Francisco, CA 94102

17.7 Entire Agreement. This Agreement and any attachments hereto constitute the entire agreement between the Parties with respect to the subject matter hereof and supersede all previous agreements pertaining to such subject matter. All prior agreements, representations, warranties, statements, negotiations, understandings, and undertakings are superseded hereby and Customer represents and acknowledges that it has not relied on any representation or warranty other than those explicitly set forth in this Agreement in connection with its execution of this Agreement. In the event of any inconsistency between the provisions of this Agreement and anything contained in the Application, the provisions of this Agreement will prevail.

17.8 Third Party Beneficiary. The California Public Utilities Commission is hereby made a third party beneficiary under the terms of this Agreement.

17.9 Miscellaneous. Headings used in this Agreement are intended for convenience or reference only and will not control or affect the meaning or construction of any provision of this Agreement. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered will be deemed an original, and all of which together shall constitute one and the same agreement. This Agreement or any part hereof, may be amended from time to time hereafter only in writing executed by the Parties. Any principle of construction or rule of law that provides that an agreement shall be construed against the drafter of the agreement shall not apply to the terms and conditions of this Agreement. This Agreement will bind, and the rights, benefits and advantages will inure to, the Grantee's successors.

[Signature Page Follows]

**AGREED TO AND ACCEPTED:**

**ITRON, INC.**

**GRANTEE**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Non-Negotiable

[Signature Page to Grant Agreement]