

# IACMI PROJECT AGREEMENT

Master Research SUBAWARD  
SUBAWARD #: A16-0349-SXXX  
**PROJECT AGREEMENT #: PA16-0349-X.X-01**

The Project contemplated by this PROJECT AGREEMENT is of mutual interest and benefit to the Parties and will further the research objectives of the PROJECT PARTNERS, IACMI and CCS CORP.

Upon execution by the parties below, the Project specified will be awarded and performed in accordance with the Master Research SUBAWARD (“Master SUBAWARD”) # A16-0349-SXXX, [#XXXX-XXX, etc. as needed] which is incorporated herein by reference and was executed among CCS CORP., UNIVERSITY and each SUBRECIPIENT. The project specifications shall include the following:

1. Project Title: \_\_\_\_\_  
\_\_\_\_\_
2. PROJECT PARTNERS (lead PROJECT PARTNER indicated in **bold**): \_\_\_\_\_
3. PROJECT PARTNER PI(s) (lead PI indicated in **bold**): \_\_\_\_\_
4. PROJECT AGREEMENT Period of Performance:  
Start Date: \_\_\_\_\_ End Date: \_\_\_\_\_
5. Funding
  - Federal funding for this ACTION \$ \_\_\_\_\_
  - Amount from previous actions \$ \_\_\_\_\_
  - Total federal funding for this PA to date \$ \_\_\_\_\_
6. Cost Sharing
  - Cost sharing for this ACTION \$ \_\_\_\_\_
  - Cost sharing from previous actions \$ \_\_\_\_\_
  - Total Amount of cost sharing for this PA to date \$ \_\_\_\_\_
7. Total Project Cost
  - Project Cost \$ \_\_\_\_\_
  - Amount from previous actions \$ \_\_\_\_\_
  - Total project cost to date \$ \_\_\_\_\_
  - Disbursement of federal funds pursuant to cost share commitments will require proof that PROJECT PARTNERS have expended their portion of such cost share commitment.

8. Invoicing and Cost Share Reporting Frequency: Invoices and cost share reports shall be submitted monthly. In the event any invoice or cost share report is not submitted within forty-five (45) days of the close of the applicable month, CCS CORP. may, in its sole discretion, issue a stop work order halting all performance of work under this PROJECT AGREEMENT. Final invoices must be received no later than forty-five (45) days following the End Date (as defined in line 4 above) of this PROJECT AGREEMENT. Any obligation to pay or reimburse any final invoice received later than forty-five (45) days following the End Date shall become void upon receipt of written notice provided by either CCS CORP. or UNIVERSITY to the applicable PROJECT PARTNER.

Cash Cost share commitments will be spent on a one to one (1:1) ratio of IACMI funds to industry cash cost share.

9. Technical Reporting Requirements: Monthly reporting required for Project Partners on progress of the project to include updates on accomplishments, milestone completion, schedule tracking, etc. A final close-out meeting will be scheduled at the completion to summarize the project with a draft of the final project report provided to IACMI within 30 days after the project concludes. The final publishable project report will be submitted to IACMI with all changes incorporated no later than 90 days after the project concludes (template to be provided to project team lead by IACMI).

10. Required Documents:

- Attachment (1): Statement of Work w/ Milestones (REQUIRED)
- Attachment (2): Detailed Budget Forms (REQUIRED-- each individual Project Partner)
- Attachment (3): Background Intellectual Property (Not Required—As Needed)
- Attachment (4): Use of Facilities (REQUIED)
- Attachment (5): New Equipment Purchase (REQUIRED)
- Attachment (6): Commercialization Plan (REQUIRED)
- Attachment (7): Alternative IP Arrangement (Not Required—As Needed)
- Attachment (8): Conflict of Interest Certification (REQUIRED—Completion via PA Signature)

11. Restrictions on Confidential Information (if applicable)

The Parties agree to restrict the sharing of Information (as defined by, and in accordance with, the Non-Disclosure Agreement (NDA) contained in the Master SUBAWARD) under the scope of this Project Agreement to the Partners, with any exceptions, as follows:

[Project specific restrictions]

12. Equipment

No Equipment, as defined under 2 CFR § 200.33 and incorporated by reference in the Master SUBAWARD, may be purchased for use under, and/or be considered “cost share” for, this PROJECT AGREEMENT or the Master SUBAWARD by a PROJECT PARTNER without prior written approval from CCS CORP. Notwithstanding the foregoing, CCS CORP. may retroactively approve any Equipment purchased for cost share purposes. However, under no circumstances shall approval by CCS CORP of Equipment for cost share purposes be considered approval for any other purpose. For purposes of this PROJECT AGREEMENT, written approval includes fax, electronic mail, or other electronic means. CCS CORP. may withhold approval under this paragraph in its sole discretion.

13. Foreign Travel

No employee, contractor, or other agent of a PARTY hereto may travel outside the United States of America (including its commonwealths, territories, and possessions) ("Foreign Travel") for work, services or other activities contemplated hereunder without prior written approval from CCS CORP. CCS CORP. may withhold approval of Foreign Travel in its sole discretion.

14. Intellectual Property Management Plan Amendment

Each Party hereto acknowledges and agrees that if it has not already agreed to the amended language below as part of executing its Master Research Subaward Agreement, then by executing this Project Agreement such Party or Parties now agree(s) to amend the IACMI Intellectual Property Management Plan ("IPMP"), which is incorporated into each Party's Master Research Subaward Agreement, as follows:

Sections 1.8 and 1.9 of the IPMP are hereby deleted in their entirety and replaced by the following:

1.8 "Enterprise Project" is defined as set forth in the most recent IACMI Request for Proposals (RFP) published on the IACMI.org website.

1.9 "Technology Collaboration Project" (Tech Collaboration) is defined as set forth in the most recent IACMI RFP published on the IACMI.org website.

The PARTIES agree to be bound by the terms and conditions of this PROJECT AGREEMENT as indicated by their signatures below. This PROJECT AGREEMENT may be signed in two or more counterparts, each of which shall be deemed an original, and all of which taken together shall be deemed one and the same instrument.

**CCS CORP.**

**PROJECT PARTNER 1**

By \_\_\_\_\_

By \_\_\_\_\_

Name \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

**UNIVERSITY**

By \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

**PROJECT PARTNER N**

By \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

**Attachment 1**  
**STATEMENT OF WORK w/ MILESTONES**

**Project Summary:**

In this section, please give an overview of the project. Essentially it should describe the challenge that is to be addressed, the approach that will be taken, and the expected impact. This section should be between 1/2 page to 1 page in length and should strive to answer the following:

- *The goal of this Project is to...*
- *Fundamentally what don't you know now about the process or materials that you expect to learn from a technical perspective?*
- *What new knowledge at a scientific/technical level will we gain from this work?*

**Subtask X.1: Project Management *(Do Not Edit This Section)***

**Task Summary**

This task will provide for the tracking of the project outcomes with respect to the stated deliverables, milestones and go/no-go decision points. Furthermore, this task will provide the required financial and schedule reporting to Recipient and to DOE to ensure compliance with the project objectives and the goals of the Institute and the FOA.

**Subtask X.2: Title of Project Work Task *(Repeat for each Work Task---Subtask X.3, Subtask X.4, etc.)***

<b>Supports IACMI Technical Goal: <i>(Choose 1 or more—delete others)</i></b>
<b>(1) Reduced Production Cost of Carbon Fiber Composites and molding cycle time</b> <b>(2) 50% reduction in CFRP embodied energy</b> <b>(3) Technologies that reduce embodied energies and GHG emissions of CF</b> <b>(4) Increase recyclability &amp; reuse of CFRP composites</b>
<b>Expected Outcome: 1-2 Sentences that describe the expected outcome of this work task.</b>
<b>Unique Innovation: 1-2 Sentences on <u>new</u> information, knowledge or activities that will precipitate in this work task.</b>

**Subtask Summary**

**Provide 1-3 paragraphs describing the specific work to be performed under this work task including the issues it will address and the expected outcome of this work.**

**Milestones and Go/No-Go** *(Include in the work tasks that they support):*

Milestone:

Responsible partner(s)

Completion (month/year)

Go/No-Go

Responsible partner(s)

Completion (month/year)

**Milestone and GNG Guidance**

- *Include at the end of the appropriate work task*
- *A project should contain at least 1 Milestone per quarter and 1 Go/No-Go per year.*
- *Milestones should be specific and measurable to be able to show that they have been completed/achieved.*
- *Will identify partner(s) responsible for completion.*
- *Will identify expected completion month/year*

**Attachment 2**  
**DETAILED BUDGET FORMS**

Each project partner will submit a detailed budget information using the most current version of Department of Energy Budget Form (EERE 335) which includes the Budget Information for Non-Construction Programs (SF424A).

The EERE 335 Budget Form will be provided to the project team by IACMI upon approval to go forward with developing this Project Agreement.

**Attachment 3**  
**BACKGROUND INTELLECTUAL PROPERTY**  
(NOT REQUIRED—As Needed)

If a project partners has any background IP that they wish to disclose, they should insert that in this attachment.

If there is no background IP disclosed, mark table as NA.

Background IP	Project Partner Owner



**Attachment 4  
NEW EQUIPMENT PURCHASE  
(REQUIRED)**

An estimate will need to be provided for any equipment valued at \$50,000 or above that is included in a project partners individual budget (Attachment 2).

Additionally, please summarize all new equipment purchases ( $\geq$  \$50,000) in the table below and identify the task(s) that the new equipment will support. If there is none, mark the table as "NA".

<b>Equipment Description</b>	<b>Estimated Cost</b>	<b>Project Partner</b>	<b>Task Use</b>

**Attachment 5  
USE OF FACILITIES  
(REQUIRED)**

Please provide a list of facilities that will be utilized during the project, and which work tasks (Attachment 1) they will support.

Facility	Project Partner	*Existing or New?	Task Use

**Attachment 6**  
**COMMERCIALIZATION PLAN**  
**(REQUIRED)**

Please provide 2-3 paragraphs describing advancements that will be implemented and commercialized due to this project's success.

Which PARTNER(S) will make the needed investments to bring the outcomes of the project to production? How long after the project end will first revenues be generated? What are the short and long-term impacts in terms of market penetration?

**Attachment 7**  
**ALTERNATIVE IP ARRANGMENT**  
(NOT REQUIRED—As Needed)

Alternative IP terms may be negotiated by Project Partners if desired.

If there will be no alternative IP arrangements made, mark this attachment as “NA”.

**Attachment 8**  
**CONFLICT OF INTEREST CERTIFICATION**  
**(REQUIRED—Completion Via Project Agreement Signature)**

**Organizational Conflict of Interest Statement in Response to Project XXXXX**

By signing this Project Agreement, I am certifying that I am not aware of any activities at my organization that would create any actual, potential, or apparent organizational conflicts of interest relative to work to be performed under this Project # XXXXXXX.

If an actual, potential, or apparent organizational conflict of interest does exist I certify that I have notified Collaborative Composite Solutions Corporation at the following email address, [info@iacmi.org](mailto:info@iacmi.org), and have provided all necessary documentation to CCS Corp. prior to signing this Project Agreement.

If an actual, potential, or apparent organizational conflict of interest come to my attention during the course of the project I will promptly notify Collaborative Composite Solutions Corporation at the following email address: [info@iacmi.org](mailto:info@iacmi.org). Notice of such conflict of interest shall also be sent to Collaborative Composite Solutions Corporation at the following mailing address:

Collaborative Composite Solutions Corporation  
c/o Zack R. Gardner, Assistant General Counsel  
2360 Cherahala Boulevard  
Knoxville, TN 37932