



Agreement No. XXX-XXXXX

THIS AGREEMENT made and entered into as of this _____ day of _____, 2006 by and between the Air-Conditioning & Refrigeration Technology Institute, Inc. (herein called “ARTI”) and _____ (hereinafter called “Contractor”).

WHEREAS, in consideration of the mutual promises contained herein, it is mutually agreed as follows:

1. WORK TO BE PERFORMED:

For the project _____, the Contractor shall provide the following services to ARTI (“the work”):

- a. The Contractor shall perform the work detailed in Attachment 1 (Deliverables) and Attachment 2 (Statement of Work). In the event of a conflict between Attachment 1, Attachment 2 and the Agreement, the terms of the Agreement shall prevail.
- b. The Contractor shall deliver to ARTI all deliverables indicated in Attachment 1, subject to the provisions of this Agreement.
- c. The Contractor certifies that the Key Personnel identified in Attachment 2 shall devote at least the amount of time on the project as indicated in Attachment 2. The Contractor shall notify ARTI of any changes in Key Personnel, at which time ARTI will have the option to terminate this Agreement as per Clause 4 of the this Agreement.
- d. The Contractor shall complete the work hereunder, including delivery of the final technical report, by _____.

2. PAYMENT:

This is a fixed price Agreement. ARTI shall pay the Contractor a total amount not to exceed _____ dollars (\$____). ARTI shall pay the Contractor, within 30 days of receipt of invoices from the Contractor, _____ (#____) equal monthly payments of _____ dollars and (\$____) from month 200_ through month 200_. ARTI shall withhold _____ dollars (\$____), constituting approximately twenty percent (~20%) of the total Agreement amount. ARTI shall pay the Contractor the withheld

amount within 30 days of receipt and acceptance of all deliverables and a final invoice. The Contractor is responsible for all timely payments to its subcontractors.

3. MODIFICATIONS TO THIS AGREEMENT:

This Agreement may not be modified orally. No modification or any claimed waiver of any of the provisions hereof, shall be binding unless in writing and signed by both ARTI and the Contractor.

4. SUSPENSIONS AND TERMINATIONS:

Either party may terminate this agreement for any reason upon thirty (30) days written notice to the other party.

5. ALLOWABLE ADDITIONAL COSTS

Any additional costs not covered within the original scope of the work shall not be allowable unless pre-approved by ARTI.

6. REAL AND TANGIBLE PERSONAL PROPERTY:

a. Real Property

No real property shall be acquired with funds provided by this Agreement.

b. Tangible Personal Property

Title to property provided “on loan” to the Contractor, through in-kind contributions from industry, will remain with the loaning organization. “On Loan” property will be returned to the loaning organization in an “as is” condition, upon completion or termination of the Agreement. ARTI will provide final disposition instructions for all “on loan” property within 90 days following the scheduled completion date of this Agreement.

7. FINANCIAL AND PROPERTY ACCOUNTABILITY RECORDS:

- a. Contractor shall maintain complete and accurate financial and property accountability books and records with respect to the work to be performed pursuant to this Agreement, as required by applicable laws and regulations. ARTI, its designees, or assigns may examine such books and records at any time prior to three (3) years after the date of final payment upon reasonable notice during normal working hours at the place where they are normally maintained.

- b. If an audit, litigation, or other action involving the records is started before the end of the three-year period after final payment is made, then the Contractor shall retain those records until all issues arising out of the action are resolved, or until the end of the three year period after final payment is made, whichever is later.

8. PATENT AND INTELLECTUAL PROPERTY RIGHTS:

- a. The Contractor represents that all material heretofore submitted or to be submitted has been and shall be its own original literary, artistic and photographic work or that use thereof has been authorized, and that all services and goods heretofore provided or to be provided have been and shall be executed and prepared in accordance with high professional standards.
- b. All drawings, plans, specifications, calculations, reports and other documents prepared by Contractor under this Agreement shall become the property of ARTI. At ARTI's request, such Work shall be delivered to ARTI upon completion of Contractor's services under the Agreement. It is understood that any Works produced or created under this agreement are the property of ARTI and that the Work was produced entirely under a special order and commission of ARTI, and under the direction of ARTI. The Contractor acknowledges that it has no interest or rights of any kind whatsoever against ARTI in the Work, and that the Work qualifies for and is considered to be a "work made for hire" under the Copyright Act. The Contractor retains no copyright or other intellectual property interest in the Work and hereby transfers all intellectual property rights and interests in the Work to ARTI. Since this research is being conducted and paid for by ARTI, it is pre-competitive and any patentable discoveries made as part of this Work will be made available to the general public and shall not be patented by either ARTI or the Contractor.

9. LIABILITY:

Each party agrees that it will be responsible for its own acts and the results thereof and shall not be responsible for the acts of the other party and the results thereof. Each party will assume all risks and liability to itself, its agents, or employees for any injury to persons or property resulting solely from the conduct of its own operations or the operations of its agents or employees under this agreement and for any loss, costs, damages or expenses due to any acts, negligence or the failure to exercise proper precautions, solely by itself or its agents or employees.

10. NONDISCRIMINATION CLAUSE

During the performance of this Agreement, the Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, color, religion, sex, national or ethnic origin, age, disability (including HIV and AIDS), status as a veteran, sexual orientation, or marital status, or status in any group protected by federal, state or local laws.. The Contractor and its subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

11. CONFIDENTIAL INFORMATION

The services performed by the Contractor may require access to information that ARTI deems confidential. The Contractor shall receive such information, designated in writing as confidential, in confidence and shall not, except as required by law, or in the conduct of ARTI's business, or as authorized in writing by ARTI, publish or disclose or authorize anyone else to publish, disclose, or make use of such information. The Contractor shall, upon termination of this agreement, promptly surrender any such information to ARTI.

12. PUBLIC RELEASES AND NOTICES:

- a. The Contractor shall not disclose any information, data, results or reports to anyone other than ARTI without the prior written permission of ARTI.
- b. The Contractor shall not use the name "Air-Conditioning & Refrigeration Technology Institute" or any contraction, abbreviation, or simulation thereof, or any trademark, trade name or other device belonging to or identifying ARTI, in any publicity or advertising, whether written or oral, without the prior written approval of ARTI.

13. INDEPENDENT RELATIONSHIP OF ARTI AND THE CONTRACTOR:

It is the intention of the Parties that the Contractor shall be an independent contractor in the performance of the services specified under this Agreement, and that nothing in this Agreement shall be construed to be inconsistent with the Contractor's status as independent contractor. The Contractor at no time shall hold itself out as an agent, subsidiary or affiliate of ARTI for any purpose, including reporting to any governmental authority, and shall have no authority to bind ARTI to any obligation.

14. VALIDITY AND ENFORCEMENT OF THIS AGREEMENT:

The laws of the Commonwealth of Virginia shall govern the validity, construction, performance and enforcement of this Contract.

15. NOTICES

All notices or other relevant communications required under this Agreement shall be in writing and shall be personally delivered to the parties' respective addresses below:

To Contractor (Administrative/Contractual Communications)
Regular and Express Mail to:

Name
Position Title
Organization name
Mailing address

Phone: _____
Fax: _____
Email: _____

To Contractor (Technical Communications)
Regular and Express Mail to:

Name
Position Title
Organization name
Mailing address

Phone: _____
Fax: _____
Email: _____

To ARTI (Administrative/Contractual Communications):
Regular and Express Mail to:

Steven R. Szymurski
Air-Conditioning and Refrigeration Technology Institute, Inc.
4100 N. Fairfax Drive, Suite 200
Arlington, VA 22203

Phone: 703-524-8800 ext 336 or Direct Line: 703-600-0336
Fax: 703-522-2349

Email: Szymurski@ari.org

To ARTI (Technical Communications):
Regular and Express Mail to:

(ARTI Project Manager)
Air-Conditioning and Refrigeration Technology Institute, Inc.
4100 N. Fairfax Drive, Suite 200
Arlington, VA 22203

Phone: 703-524-8800 ext xxx or Direct Line: 703-600-0xxx
Fax: 703-522-2349
Email: xxxxxxxx@ari.org

16. GENERAL PROVISIONS

- a. This Agreement and its rights, duties, and obligations may not be assigned or transferred.
- b. This Agreement sets forth the entire understanding of the parties as to its subject matter.
- c. Should any provision of this Agreement be held to be void or unenforceable, the remaining provisions shall remain in full force and effect, to be read and construed as if the void or unenforceable provisions were originally deleted.

In Witness Whereof, the parties have set their hands unto, this date and year first written above.

Air-Conditioning & Refrigeration
Technology Institute, Inc.

By: _____

(Signature)

(Name)

(Title)

(Date)

By: _____

(Signature)

Steven R. Szymurski

(Name)

Vice President

(Title)

(Date)

DELIVERABLES

The Contractor shall provide the following:

Deliverable	Format	Due Date/Distribution
<p>Quarterly Project Reviews Initial project review on-site at contractor's facility. Subsequent project reviews may be at contractor's site, by ARTI arranged web/telephone conference, or at a mutually agreed alternative location.</p>	<p>Briefing slides and documentation shall be provided in printed and electronic format. Electronic format may be in Word, PowerPoint, or PDF file format on floppy disk, CD-ROM or emailed.</p>	<p>Quarterly, not later than 1 week after the project review. Distribution: 1 copy to ARTI Project Manager & each PMS member.</p>
<p>Monthly Invoices</p>	<p>May be submitted in printed or electronic form via email in Word or PDF file format.</p>	<p>Monthly, not later than 30 days after the month invoiced. Distribution: 2 copies to ARTI Project Manager.</p>
<p>Monthly Letter Progress Reports Summaries and results of each completed task shall be included in the subsequent monthly progress report.</p>	<p>May be submitted in printed form or electronic via email in Word, PowerPoint, or PDF file format.</p>	<p>Monthly, not later than 30 days after the month invoiced. Distribution: 1 copy to ARTI Project Manager & each PMS member.</p>
<p>Technical Conference Paper Abstract, Manuscript, and Presentation Slides</p>	<p>For submission to conference, as specified by selected conference. For advance copies to ARTI Project Manager and PMS members, may be submitted in printed form or electronic form via email in Word, PowerPoint or PDF file format.</p>	<p>Distribution: Conference submission, as specified by conference. 1 copy to ARTI Project Manager and each PMS member, 30 days prior to conference submission dates.</p>
<p>Draft Final Report and Executive Summary</p>	<p>Submitted in both printed and electronic form. Electronic form shall be submitted on CD-ROM in both Word and PDF file formats with all text, figures, tables and photographs integrated into a single file.</p>	<p>60 days prior to Agreement completion date. Distribution: 1 printed and 10 CD-ROM copies to ARTI Project Manager.</p>
<p>Final Report and Executive Summary</p>	<p>Submitted in both printed and electronic form. Electronic form shall be submitted on CD-ROM in both Word and PDF file formats with all text, figures, tables and photographs integrated into a single file.</p>	<p>30 days after receipt of ARTI comments on the draft final report. Distribution: 1 printed and 10 CD-ROM copies to ARTI Project Manager.</p>