

NATIONAL OFFSHORE WIND RESEARCH AND DEVELOPMENT CONSORTIUM

AGREEMENT

1. Agreement Number:
2. Contractor:
3. Project Director:
4. Effective Date:
5. Total Amount of Award:
6. Project Period:
7. Commitment Terms and Conditions

This Agreement consists of this form plus the following documents:

- Exhibit A, Statement of Work
- Exhibit B, General Contract Provisions, Terms and Conditions
- Exhibit C, Standard Terms and Conditions
- Exhibit D, Prompt Payment Policy Statement
- Exhibit E, Intellectual Property Provisions
- Exhibit F, Special Reporting Requirements
- Exhibit G, Report Content Guide
- Attachment 1, EERE355 Federal Assistance Reporting Checklist (FARC) including EERE Reporting Instructions

8. ACCEPTANCE. THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNLESS AND UNTIL EXECUTED BELOW BY NATIONAL OFFSHORE WIND RESEARCH AND DEVELOPMENT CONSORTIUM (THE "CONSORTIUM").

[CONTRACTOR]

**NATIONAL OFFSHORE WIND
RESEARCH AND DEVELOPMENT
CONSORTIUM**

Signature: _____

Signature: _____

Name _____

Name _____

Title _____

Title _____

CONTRACTOR NOTARIZATION

STATE OF)
) SS.:
COUNTY OF)

On the ____ day of _____ in the year _____, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individuals(s), or the person upon behalf of which the individual(s) acted, executed the document.

Notary Public

SAMPLE

**EXHIBIT A
STATEMENT OF WORK**

(see Attachment B1 – Statement of Work Sample Format)

SAMPLE

EXHIBIT B

GENERAL CONTRACT PROVISIONS, TERMS AND CONDITIONS

Article I

Definitions

Section 1.01. Definitions. Unless the context otherwise requires, the terms defined below shall have, for all purposes of this Agreement, the respective meanings set forth below, the following definitions to be equally applicable to both the singular and plural forms of any of the terms defined.

(a) General Definitions:

Agreement: This Agreement shall consist of Page 1 hereto and the Exhibits noted thereon, all of which are made a part hereof as if set forth here in full.

Budget: The Milestone Schedule & Budget annexed to Exhibit A hereto.

Cash-based Expenses: Those obligations of Contractor that shall be settled in cash.

Contract Administrator: The Consortium's designated Director of Contract Management or any such person who may be designated, in writing, by the Consortium.

Contract Information: Recorded information regardless of form or characteristic first produced in the performance of this Agreement, that is specified to be compiled under this Agreement, specified to be delivered under this Agreement, or that is actually delivered in connection with this Agreement, and including the Final Report delivered by Contractor pursuant to Exhibit A, Statement of Work, if applicable.

Cooperative Agreement: U.S. DOE/EERE Award No. DE-EE0008390 Cooperative Agreement.

NYSERDA: The New York State Energy Research and Development Authority, a public benefit corporation.

NYSERDA Funding Agreement or Funding Agreement: the Funding Agreement effective as of June 15, 2018 by and between the Consortium and NYSERDA, as it may be modified, extended or amended from time to time.

Proprietary Information: Recorded information regardless of form or characteristic, produced or developed outside the scope of this Agreement and without Consortium financial support, provided that such information is not generally known or

available from other sources without obligation concerning their confidentiality; has not been made available by the owner to others without obligation concerning its confidentiality; and is not already available to the Consortium without obligation concerning its confidentiality. Under no circumstances shall any information included in the Final Report delivered by Contractor pursuant to Exhibit A, Statement of Work, if applicable, be considered Proprietary Information.

Person: An individual, corporation, limited liability company, association, partnership or other organization, entity, or business, or a government or political subdivision thereof or any governmental agency or instrumentality.

Responsible: Responsible or Responsibility means the financial ability, legal capacity, integrity and past performance of Contractor and as such terms have been interpreted relative to public procurements. *See* NYS Finance Law § 163(1)(c).

Statement of Work or SOW: The Statement of Work attached hereto as Exhibit A.

Subcontract: An agreement for the performance of Work by a Subcontractor, including any purchase order for the procurement of permanent equipment or expendable supplies in connection with the Work.

Subcontractor: A person who performs Work directly or indirectly for or on behalf of the Contractor (and whether or not in privity of contract with the Contractor) but not including any employees of the Contractor or the Subcontractors.

U.S. DOE: The United States Department of Energy.

Work: Any and all work described in the Exhibit A (including the procurement of equipment and supplies in connection therewith) and the performance of all other requirements imposed upon the Contractor under this Agreement.

Article II

Performance of Work

Section 2.01. Manner of Performance. Subject to the provisions of Article XII hereof, the Contractor shall perform all of the Work described in the Statement of Work or cause such Work to be performed in an efficient and expeditious manner and in accordance with all of the terms and provisions of this Agreement. The Contractor shall perform the Work in accordance with the current professional standards and with the diligence and skill expected for the performance of work of the type described in the Statement of Work. The Contractor shall furnish such personnel and shall procure such materials, machinery,

supplies, tools, equipment and other items as may reasonably be necessary or appropriate to perform the Work in accordance with this Agreement.

Section 2.02. Project Personnel. It is understood and agreed that the Project Director identified at Item 3, Page 1 of this Agreement shall be responsible for the overall supervision and conduct of the Work on behalf of the Contractor and that the persons described in the Statement of Work shall serve in the capacities described therein. Any change of Project Director by the Contractor shall be subject to the prior written approval of the Consortium. Such approval shall not be unreasonably withheld, and, in the event that notice of approval or disapproval is not received by the Contractor within thirty (30) days after receipt of request for approval by the Consortium, the requested change in Project Director shall be considered approved. In the event that the Consortium requires additional time for considering approval, the Consortium shall notify the Contractor within thirty (30) days of receipt of the request for approval that additional time is required and shall specify the additional amount of time necessary up to thirty (30) days.

Section 2.03. Title to Equipment. Title shall vest in the Contractor to all equipment purchased hereunder.

Article III

Deliverables

Section 3.01. Deliverables. All deliverables shall be provided in accordance with the Exhibit A, Statement of Work.

Article IV

Payment

Section 4.01. Payment Terms. In consideration for this Agreement and as the Consortium's full payment for the costs of the performance of all Work, and in respect of all other direct and indirect costs, charges or expenses incurred in connection therewith, the Consortium shall pay to the Contractor amounts not to exceed the maximum amount set forth in Item 5, Page 1 of this Agreement, which amount is not guaranteed. Subject to the provisions and restrictions contained herein, payment will be made according to the Milestone Billing Events (as defined below) is included with Exhibit A, Statement of Work.

Section 4.02. Payments

(a) Invoicing: Subject to any applicable provisions set forth in Exhibit A, Statement of Work, within thirty (30) days following the acceptance of each milestone

event set forth with Exhibit A (each a “Milestone Billing Event”), if any, the Contractor shall submit the identified deliverables, including documentation reasonably sufficient to demonstrate completion and evidence of the Contractor’s cost share, if applicable, and may request payment by the Consortium of the amounts corresponding to the amounts indicated in Exhibit A, Statement of Work by way of an invoice in a form and manner as agreed to by the parties, and accompanied by such supporting documentation as required by the Consortium. The agreement number shown as Item 1 on page 1 of this Agreement should be referenced when submitting documentation of deliverables. Undisputed sums shall be paid within thirty (30) days following Contractor’s submission of a proper invoice for payment.

Section 4.03. Funding Contingencies. The parties acknowledge that payment to be by the Consortium to Contractor under this Agreement is provided under the terms of the NYSERDA Funding Agreement (including without limitation the Cooperative Agreement forming part thereof), which includes various limitations and contingencies. Among other things, the availability of funds under the NYSERDA Funding Agreement is contingent on New York State and federal legislative appropriation of the funds to be provided to the Consortium thereunder, as well as rights of termination available to NYSERDA, both independently and based upon determinations by U.S. DOE. Anything to the contrary notwithstanding, the Consortium’s payment obligations to Contractor under this Agreement are, in their entirety, subject to and contingent upon receipt by the Consortium of funding allocated under the NYSERDA Funding Agreement to the project(s) forming the basis of this Agreement. The Consortium shall be under no obligation to pay Contractor, and shall have no liability for failure to make such payment, to the extent that the applicable funds are not received by the Consortium pursuant to the NYSERDA Funding Agreement. Moreover, the interpretation and administration of this Agreement are in all respects subject to the Funding Agreement, and the provisions thereof which are required by NYSERDA to be made part hereof shall be deemed included.

Section 4.04. Final Payment. Upon final acceptance by the Consortium of all deliverables contained in Exhibit A, Statement of Work, pursuant to Section 6.02 hereof, the Contractor shall submit an invoice for final payment with respect to the Work, together with such supporting information and documentation as, and in such form as, the Consortium may require. Such supporting documentation shall include, but not be limited to, a release executed by each Subcontractor and supplier, of any tier, fully and finally releasing the Consortium from any and all claims and liability that the Subcontractor/supplier, its representatives, successors, and permitted assigns may have now or in the future, whether now known, or hereinafter discovered, that is in any way arising out of or related to the Agreement. All invoices for final payment hereunder must, under any and all circumstances, be received by the Consortium within six (6) months following acceptance of work pursuant to Section 6.02 hereof. Contractor’s failure to submit invoices for final payment within this six (6) month period shall constitute a waiver of Contractor’s right to payment of such sums.

Section 4.05. Release by the Contractor. The acceptance by the Contractor of final payment shall release the Consortium from all claims and liability that the Contractor, its representatives, successors, and permitted assigns might otherwise have relating to, or arising out of, this Agreement either now or in future, whether now known or hereinafter discovered.

Section 4.06. Maintenance of Records. The Contractor shall keep, maintain, and preserve at its principal office throughout the term of the Agreement and for a period of three years after acceptance of the Work, full and detailed books, accounts, and records pertaining to this Agreement, including without limitation, all data, bills, invoices, payrolls, time records, expense reports, subcontracting efforts and other documentation evidencing, or in any material way related to, Contractor's performance under this Agreement.

Section 4.07. Maximum Commitment. The maximum aggregate amount payable by the Consortium to the Contractor shall be the amount appearing at Item 5 of Page 1 of this Agreement. Except as otherwise provided in this Agreement, the Consortium shall not be liable for any costs or expenses in excess of such amount incurred by the Contractor in the performance and completion of the Work.

Section 4.08. Audit. The Consortium shall have the right from time to time and at all reasonable times during the term of this Agreement and for the maintenance period set forth in Section 4.06 hereof to inspect and audit any and all books, accounts and records related to this Agreement or reasonably necessary to the performance of an audit at the office or offices of the Contractor where they are then being kept, maintained and preserved pursuant to Section 4.06 hereof. Any payment made under the Agreement shall be subject to retroactive reduction for amounts included therein which are found by the Consortium on the basis of any audit of the Contractor by the Consortium, NYSERDA, the State of New York or an agency of the United States not to constitute an allowable charge or cost hereunder. Any such retroactive reduction shall be in the form of a back charge assessed against future payments to be made to Contractor under this Agreement or any other agreement between Contractor and the Consortium. In the event that the reduction exceeds the amount payable to Contractor under this Agreement, Contractor shall remit payment of such retroactive reduction within thirty (30) days following the Consortium's submission of an invoice for same.

Article V

Assignments, Subcontracts and Performance

Section 5.01. General Restrictions. Except as specifically provided otherwise in this Article, the assignment, transfer, conveyance, subcontracting or other disposal of this Agreement or any of the Contractor's rights, obligations, interests or responsibilities hereunder, in whole or in part, without the express consent in writing of the Consortium shall be void and of no effect as to the Consortium, its successors or assigns.

Section 5.02. Subcontract Procedures. Without relieving it of, or in any way limiting, its obligations to the Consortium under this Agreement, the Contractor may enter into Subcontracts for the performance of Work or for the purchase of materials or equipment. Except for a subcontractor or supplier specified in a team arrangement with the Contractor in the Contractor's original proposal, and except for any subcontract or order for equipment, supplies or materials from a single subcontractor or supplier totaling less than \$50,000, the Contractor shall select all subcontractors or suppliers through a process of competitive bidding or multi-source price review. A team arrangement is one where a subcontractor or supplier specified in the Contractor's proposal is performing a substantial portion of the Work and is making a substantial contribution to the management and/or design of the Project. In the event that a competitive bidding or multi-source price review is not feasible, the Contractor shall document an explanation for, and justification of, a sole source selection. The Contractor shall document the process by which a subcontractor or supplier is selected by making a record summarizing the nature and scope of the work, equipment, supplies or materials sought, the name of each person or organization submitting, or requested to submit, a bid or proposal, the price or fee bid, and the basis for selection of the subcontractor or supplier. An explanation for, and justification of, a sole source selection must identify why the work, equipment, supplies or materials involved are obtainable from or require a subcontractor with unique or exceptionally scarce qualifications or experience, specialized equipment, or facilities not readily available from other sources, and identify patents, copyrights, or proprietary data causing the sole source selection. All Subcontracts shall contain provisions comparable to those set forth in this Agreement applicable to a subcontractor or supplier, and those set forth in Exhibit C to the extent required by law, and all other provisions now or hereafter required by law to be contained therein. Each Subcontract shall make express reference to this Agreement and shall state that in the event of any conflict or inconsistency between any Subcontract and this Agreement, the terms and conditions of this Agreement shall control as between Subcontractor and Contractor. The Contractor shall submit to the Consortium for review and written approval any subcontract(s) specified in the Statement of Work as requiring the Consortium approval, including any replacements thereof.

Section 5.03. Performance. The Contractor shall promptly and diligently comply with its obligations under each Subcontract and shall take no action that would impair its rights thereunder. The Contractor shall take no action and shall take all reasonable steps to prevent its Subcontractors from taking any action, that would impair the Consortium's rights under this Agreement. The Contractor shall not assign, cancel or terminate any Subcontract without the prior written approval of the Consortium as long as this Agreement remains in effect. Such approval shall not be unreasonably withheld and, in the event that notice of approval or disapproval is not received by the Contractor within thirty days after receipt of request for approval by the Consortium, the requested assignment, cancellation, or termination of the Subcontract shall be considered approved by the Consortium. In the event that the Consortium requires additional time for considering approval, the Consortium shall notify the Contractor within thirty (30) days of receipt of the request for

approval that additional time is required and shall specify the additional amount of time necessary up to sixty (60) days.

Article VI

Schedule; Acceptance of Work

Section 6.01. Schedule. Time is of the essence. The Work shall be performed as expeditiously as possible in conformity with the schedule requirements contained herein and in the Statement of Work. The draft and final versions of all deliverables shall be submitted by the dates specified in the Exhibit A Milestone Schedule & Budget. It is understood and agreed that the delivery of the draft and final versions of such deliverables by the Contractor shall occur in a timely manner and in accordance with the requirements of the Exhibit A Milestone Schedule & Budget.

Section 6.02. Acceptance of Work. The completion of the Work shall be subject to acceptance by the Consortium in writing of all deliverables as defined in Exhibit A, Statement of Work.

Article VII

Force Majeure

Section 7.01. Force Majeure. Neither party hereto shall be liable for any failure or delay in the performance of its respective obligations hereunder if and to the extent that such delay or failure is due to a cause or circumstance beyond the reasonable control of such party, including, without limitation, acts of God or the public enemy, expropriation or confiscation of land or facilities, compliance with any law, order or request of any Federal, State, municipal or local governmental authority, acts of war, rebellion or sabotage or damage resulting therefrom, fires, floods, storms, pandemics, explosions, accidents, riots, strikes, or the delay or failure to perform by any Subcontractor by reason of any cause or circumstance beyond the reasonable control of such Subcontractor. Contractor's sole and exclusive remedy for a delay contemplated by this Section 7.01 shall be an extension of its time to perform commensurate to the length of such delay, provided, however that Contractor shall provide written notice to the Consortium of any such claimed force majeure event. Submission of such written notice shall be a condition precedent to Contractor's entitlement to an extension of time to perform. In the case of an ongoing delay, only one written notice shall be required. Notwithstanding the foregoing, a force majeure event shall not excuse the Contractor's obligation to make payments to its Subcontractors and equipment suppliers.

Article VIII

Rights in Information; Confidentiality

Section 8.01. Rights in Contract and Proprietary Information; Confidentiality.

(a) The Consortium shall have the right to use, duplicate, or disclose Contract Information, in whole or in part, in any manner and for any purpose whatsoever, and to permit others to do so.

(b) The Contractor shall have the right to use Contract Information for its private purposes, subject to the provisions of this Agreement.

(c) The Consortium shall have no rights to any Proprietary Information except as expressly set forth in this Agreement.

(d) No information shall be treated by the Consortium as confidential unless such information is clearly so marked by Contractor at the time it is disclosed to the Consortium. Notwithstanding the foregoing, Contractor acknowledges and agrees that it has executed an "Applicant's Assumption of Risk," the provisions of which are expressly incorporated herein, and that the Consortium has no obligations with respect to Proprietary Information, as included in the definition of "Information" therein, except as set forth therein.

(e) The Contractor agrees that to the extent it receives or is given any information from the Consortium or any of the Consortium's contractors or subcontractors, the Contractor shall treat such data in accordance with any restrictive legend contained thereon or instructions given by the Consortium, its contractors or subcontractors, unless another use is specifically authorized by prior written approval of the Consortium. Contractor agrees not to disclose any such information without the consent of the Consortium.

Article IX

Warranties and Guarantees

Section 9.01. Warranties and Guarantees. The Contractor warrants and guarantees that:

(a) all information provided, and all representations made by Contractor as a part of the proposal checklist or application, if any, submitted to the Consortium in order to obtain this Agreement were, to the best of Contractor's knowledge, complete, true and accurate when provided or made;

(b) as of the Effective Date, it is financially and technically qualified to perform the Work, and is qualified to do business and is in good standing in all jurisdictions necessary for Contractor to perform its obligations under this Agreement;

(c) it is familiar with and will comply with all general and special Federal, State, municipal and local laws, ordinances and regulations, if any, that may in any way affect the performance of this Agreement;

(d) the design, supervision and workmanship furnished with respect to performance of the Work shall be in accordance with sound and currently accepted scientific standards and engineering practices routinely performed by entities of the size and sophistication of Contractor on behalf of entities similar to the Consortium;

(e) all materials, equipment and workmanship furnished by it and by Subcontractors in performance of the Work or any portion thereof shall be new, shall be free of defects in design, material and workmanship, and shall be free from liens and other encumbrances of any sort, and all such materials and equipment shall be of first-class quality, , shall conform with all applicable codes, specifications, standards and ordinances and shall have service lives and maintenance characteristics suitable for their intended purposes in accordance with sound and currently accepted scientific standards and engineering practices;

(f) neither the Contractor nor any of its employees, agents, representatives or servants has actual knowledge of any patent issued under the laws of the United States or any other matter which could constitute a basis for any claim that the performance of the Work or any part thereof infringes any patent or otherwise interferes with any other right of any Person. In addition to and not in lieu of any of its other indemnification obligations set forth in this Agreement, Contractor agrees to defend, indemnify, and hold harmless the Consortium against any and all infringement or other claims relating to, or arising out of the violation of the rights of any third-party. In the event that any of the work, materials, or equipment provided hereunder violates, or is alleged to violate, the patent or other rights of any third party, Contractor shall, at its sole cost and expense, and at the Consortium's option: (i) procure a license or other legal rights required for the Consortium's continued use of the infringing item; (ii) modify its work so that it is no longer infringing; or (iii) obtain a non-infringing alternative that is of equal or better quality/functionality as compared to the infringing item;

(g) to the best of Contractor's knowledge, there are no existing undisclosed or threatened legal actions, claims, or encumbrances, or liabilities that may adversely affect the Work or the Consortium's rights hereunder;

(h) it has no actual knowledge that any information or document or statement furnished by the Contractor in connection with this Agreement contains any untrue statement of a material fact or omits to state a material fact necessary to make the statement

not misleading, and that all facts have been disclosed that would materially adversely affect the Work;

(i) all information provided to the Consortium with respect to State Finance Law Sections 139-j and 139-k is complete, true and accurate;

(j) Contractor is familiar with and will comply with any Code of Conduct for Contractors, Consultants, and Vendors with respect to the performance of this Agreement that may be adopted by the Consortium or NYSERDA;¹

(k) its rates for the indirect costs charged herein have been determined based on the Contractor's reasonably anticipated indirect costs during the term of the Agreement and calculated consistent with generally accepted accounting principles; and

(l) Contractor shall at all times during the Agreement term remain Responsible, and Contractor agrees, if requested by the Consortium, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity.

Article X

Indemnification

Section 10.01. Indemnification. The Contractor shall protect, indemnify and hold harmless the Consortium, its officers, directors, agents, and employees, as well as the State of New York and the U.S. Department of Energy from and against all liabilities, losses, claims, damages, judgments, penalties, causes of action, costs and expenses (including, without limitation, attorneys' fees and expenses) imposed upon or incurred by or asserted against the Consortium, the State of New York or the U.S. Department of Energy resulting from, arising out of or relating to Contractor's or its Subcontractors' performance of this Agreement. The obligations of the Contractor under this Article shall survive any

¹<http://www.nyserda.ny.gov/About/Board-Governance.aspx>

expiration or termination of this Agreement and shall not be limited by any enumeration herein of required insurance coverage.

Article XI

Insurance

[Under the Consortium’s risk management program, projects are defined according to the following categories: Category A (low risk; no insurance required); Category B (medium risk; "standard" insurance requirements); and Category C (high risk; insurance to be negotiated on a case-by-case basis). The following language represents the Consortium’s “standard” insurance requirements.]

Section 11.01. Maintenance of Insurance; Policy Provisions. The Contractor, at no additional direct cost to the Consortium, shall maintain or cause to be maintained throughout the term of this Agreement, insurance of the types and in the amounts specified in the Section hereof entitled Types of Insurance. All such insurance shall be evidenced by insurance policies, each of which shall:

(a) except policies in evidence of insurance required under Section 11.02(b), name or be endorsed to cover the Consortium, the State of New York, [Maryland] and the Contractor as additional insureds;

(b) provide that such policy may not be cancelled or modified until at least 30 days after receipt by the Consortium of written notice thereof;

(c) be written with insuring company(ies) with AM Best financial strength ratings of “A-” or higher and financial size categories of “VII” or greater. The commercial general liability, cybersecurity, workers compensation, employer’s liability, and umbrella/excess liability policies shall contain a waiver of subrogation in favor of the other party where allowed by law. All coverage shall be primary and non-contributory to any other insurance available to Consortium. Contractor and any subcontractors shall provide certificates of insurance evidencing the insurance required prior to commencing any work; and

(c) be reasonably satisfactory to the Consortium in all other respects.

Section 11.02. Types of Insurance. The types and amounts of insurance required to be maintained under this Article are as follows:

(a) Commercial general liability insurance for bodily injury liability, including death, and property damage liability, incurred in connection with the performance of this Agreement, with minimum limits of \$1,000,000 in respect of claims arising out of personal injury or sickness or death of any one person, \$1,000,000 in respect of claims arising out of personal injury, sickness or death

in any one accident or disaster, and \$1,000,000 in respect of claims arising out of property damage in any one accident or disaster;

- (b) Cybersecurity insurance for first-party and third-party cybersecurity or cyber incident claims, on a per occurrence basis, for acts, errors, omissions, and negligence of employees and contractors giving rise to potential liability, financial and other losses relating to data security and privacy, including cost of defense and settlement, in an amount of at least \$5,000,000 dollars, which policy shall include coverage for all costs or risks associated with:
 - i. Violations of data privacy or data security laws and regulations;
 - ii. Cyber risks, including denial-of-service attacks, risks associated with malware, ransomware, and/or other malicious code, whether designed to interrupt a network or provide access to private or confidential information; and
 - iii. Other risks specific to the work performed by vendor as shall be identified by Consortium; and
- (c) Umbrella/Excess Liability on a follow form basis excess of the Commercial General Liability, and Employers Liability, in the amount of at least \$2,000,000 per occurrence and aggregate.
- (d) Workers Compensation, Employers Liability, and Disability Benefits as required by New York State.

Section 11.03. Delivery of Policies; Insurance Certificates. Prior to commencing the Work, the Contractor shall deliver to the Consortium certificates of insurance issued by the respective insurers, indicating the Agreement number thereon, evidencing the insurance required by Article XI hereof. In the event any policy furnished or carried pursuant to this Article will expire on a date prior to acceptance of the Work by the Consortium pursuant to the section hereof entitled Acceptance of Work, the Contractor, not less than 15 days prior to such expiration date, shall deliver to the Consortium certificates of insurance evidencing the renewal of such policies, and the Contractor shall promptly pay all premiums thereon due. In the event of threatened legal action, claims, encumbrances, or liabilities that may affect the Consortium hereunder, or if deemed necessary by the Consortium due to events rendering a review necessary, upon request the Contractor shall deliver to the Consortium a certified copy of each policy.

Article XII

Stop Work Order; Termination; Non-Responsibility

Section 12.01. Stop Work Order.

(a) The Consortium may at any time, by written order to the Contractor (a “Stop Work Order”), require the Contractor to stop all or any part of the Work called for by this Agreement for a period of up to ninety (90) days after the Stop Work Order is delivered to the Contractor, and for any further period to which the parties may agree. Any such order shall be specifically identified as a Stop Work Order issued pursuant to this Section. Upon receipt of a Stop Work Order, the Contractor shall forthwith comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the Work covered by the Stop Work Order during the period of work stoppage consistent with public health and safety. Within a period of ninety (90) days after a Stop Work Order is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Consortium shall either:

- (i) by written notice to the Contractor, cancel the Stop Work Order, which shall be effective as provided in such cancellation notice, or if not specified therein, upon receipt by the Contractor, or
- (ii) terminate the Work covered by such Stop Work Order as provided in the Termination Section of this Agreement.

(b) If a Stop Work Order issued under this Section is cancelled or the period of the Stop Work Order or any extension thereof expires, the Contractor shall resume Work. An equitable adjustment shall be made in the delivery schedule, the estimated cost, the fee, if any, or a combination thereof, and in any other provisions of the Agreement that may be affected, and the Agreement shall be modified in writing accordingly, if:

- (i) the Stop Work Order results in an increase in the time required for, or in the Contractor’s cost properly allocable to, the performance of any part of this Agreement, and
- (ii) the Contractor asserts a claim for such adjustments within 30 days after the end of the period of Work stoppage; provided that, if the Consortium decides the facts justify such action, the Consortium may receive and act upon any such claim asserted at any time prior to final payment under this Agreement. The remedies set forth herein shall be Contractor’s sole and exclusive remedies arising out of, or relating to, a Stop Work Order.

(c) If a Stop Work Order is not cancelled and the Work covered by such Stop Work Order is terminated, the reasonable costs resulting from the Stop Work Order shall, if permitted under the terms of the NYSERDA Funding Agreement, be allowed by equitable adjustment or otherwise.

(d) Notwithstanding the provisions of this Section 12.01, the maximum amount payable by the Consortium to the Contractor pursuant to this Section 12.01 shall not be increased or deemed to be increased except by specific written amendment hereto.

Section 12.02. Termination.

(a) This Agreement may be terminated in whole or in part by the Consortium at any time during the term of this Agreement with or without cause, upon ten (10) days prior written notice to the Contractor. In such event, payment shall, to the extent permitted under the terms of the NYSERDA Funding Agreement, be paid to the Contractor for Work performed and accepted and expenses incurred prior to the effective date of termination in accordance with the provisions of the Article hereof entitled Payment and in reimbursement of any amounts required to be paid by the Contractor pursuant to Subcontracts; provided, however, that upon receipt of any such notice of termination, the Contractor shall cease the performance of Work (or such part thereof), shall make no further commitments with respect thereto and shall reduce insofar as possible the amount of outstanding commitments (including, to the extent requested by the Consortium, through termination of subcontracts containing provisions therefor). Articles VIII, IX, and X shall survive any termination of this Agreement.

(b) Without limitation with respect to any other right of the Consortium hereunder, the Consortium specifically reserves the right to terminate this agreement in the event that the certification filed by the Contractor in accordance with State Finance Law Sections 139-j and 139-k is found to have been intentionally false or intentionally incomplete, or that the certification filed by the Contractor in accordance with New York State Tax Law Section 5-a is found to have been intentionally false when made. Terminations under this subsection (b) will be effective upon Notice.

(c) Nothing in this Article shall preclude the Contractor from continuing to carry out the Work called for by the Agreement after receipt of a Stop Work Order or termination notice at its own election, provided that, if the Contractor so elects: (i) any such continuing Work after receipt of the Stop Work Order or termination notice shall be deemed not to be Work pursuant to the Agreement, and (ii) the Consortium shall have no liability to the Contractor for any costs of the Work continuing after receipt of the Stop Work Order or termination notice.

12.03 Suspension or Termination for Non-Responsibility.

(a) Suspension. The Consortium, in its sole discretion, reserves the right to suspend any or all activities under this Agreement, at any time, when it discovers information that calls into question the Responsibility of the Contractor. In the event of such suspension, the Contractor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension

order. Contract activity may resume at such time as the Consortium issues a written notice authorizing a resumption of performance under the Contract.

(b) Termination. Upon written notice to the Contractor, and a reasonable opportunity to be heard with appropriate Consortium representatives, this Agreement may be terminated by the Consortium at the Contractor's expense where the Contractor is determined by the Consortium to be non-Responsible. In such event, the Consortium may complete the contractual requirements in any manner it may deem advisable and pursue available legal or equitable remedies for breach.

Article XIII

Independent Contractor

Section 13.01. Independent Contractor. (a) The status of the Contractor under this Agreement shall be that of an independent contractor and not that of an agent, and in accordance with such status, the Contractor, the Subcontractors, and their respective officers, agents, employees, representatives and servants, including the Project Director, shall at all times during the term of this Agreement conduct themselves in a manner consistent with such status and by reason of this Agreement shall neither hold themselves out as, nor claim to be acting in the capacity of, officers, employees, agents, representatives or servants of the Consortium nor make any claim, demand or application for any right or privilege applicable to the Consortium, including, without limitation, vicarious liability, professional liability coverage or indemnification, rights or privileges derived from workers' compensation coverage, unemployment insurance benefits, social security coverage and retirement membership or credit. It is understood and agreed that the personnel furnished by Contractor to perform the Work shall be Contractor's employee(s) or agent(s), and under no circumstances are such employee(s) to be considered the Consortium's employee(s) or agent(s), and shall remain the employees of Contractor.

(b) Contractor expressly acknowledges the Consortium's need to be advised, on an immediate basis, of the existence of any claim or event that might result in a claim or claims against the Consortium, Contractor and/or Contractor's personnel by virtue of any act or omission on the part of the Consortium or its employees. Accordingly, Contractor expressly covenants and agrees to notify the Consortium of any such claim or event, including but not limited to, requests for accommodation and allegations of harassment and/or discrimination, immediately upon contractor's discovery of the same, and to fully and honestly cooperate with the Consortium in its efforts to investigate and/or address such claims or events, including but not limited to, complying with any reasonable request by the Consortium for disclosure of information concerning such claim or event even in the event that this Agreement should terminate for any reason.

Article XIV

Compliance with Certain Laws

Section 14.01. Laws of the State of New York. The Contractor shall comply with all of the requirements set forth in Exhibit C hereto.

Section 14.02. All Legal Provisions Deemed Included. It is the intent and understanding of the Contractor and the Consortium that each and every provision of law required by federal law, the laws of the State of New York, and/or the NYSERDA Funding Agreement (including without limitation the Cooperative Agreement forming part thereof) to be contained in this Agreement shall be contained herein, and if, through mistake, oversight or otherwise, any such provision is not contained herein, or is not contained herein in correct form, this Agreement shall, upon the application of either the Consortium or the Contractor, promptly be amended so as to comply strictly with the aforementioned requirements with respect to the inclusion in this Agreement of all such provisions.

Section 14.03. Other Legal Requirements. The references to particular laws of the State of New York in this Article, in Exhibit C and elsewhere in this Agreement are not intended to be exclusive and nothing contained in such Article, Exhibit and Agreement shall be deemed to modify the obligations of the Contractor to comply with all legal requirements.

Section 14.04. Sexual Harassment Policy. The Contractor and all Subcontractors must have a written sexual harassment prevention policy addressing sexual harassment in the workplace and must provide annual sexual harassment training to all employees.

Article XV

Notices, Entire Agreement, Amendment, Counterparts

Section 15.01. Notices.

(a) All notices, requests, consents, approvals and other communications which may or are required to be given by either party to the other under this Agreement shall be in writing and shall be transmitted either:

- (i) via certified or registered United States mail, return receipt requested;
- (ii) by facsimile transmission;
- (iii) by personal delivery;
- (iv) by expedited delivery service; or
- (v) by e-mail, delivery receipt requested.

Such notices shall be addressed as follows, or to such different addresses as the parties may from time-to-time designate as set forth in paragraph (c) below:

NATIONAL OFFSHORE RESEARCH AND DEVELOPMENT CONSORTIUM

Name: [TBD]
Title:
Address:
Facsimile Number:
E-Mail Address:
Personal Delivery:

[Contractor Name]

Name:
Title:
Address:
Facsimile Number:
E-Mail Address:

(b) Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or email, upon receipt.

(c) The parties may, from time to time, specify any new or different address in the United States as their address for purpose of receiving notice under this Agreement by giving fifteen (15) days written notice to the other party sent in accordance herewith. The parties agree to mutually designate individuals as their respective representatives for the purposes of receiving notices under this Agreement. Additional individuals may be designated in writing by the parties for purposes of implementation and administration/billing, resolving issues and problems and/or for dispute resolution.

Section 15.02. Entire Agreement; Amendment. This Agreement embodies the entire agreement and understanding between the Consortium and the Contractor and supersedes all prior agreements and understandings relating to the subject matter hereof. Except as otherwise expressly provided for herein, this Agreement may be changed, waived, discharged or terminated only by an instrument in writing, signed by the party against which enforcement of such change, waiver, discharge or termination is sought, and only in a manner consistent with all applicable requirements of federal law, the laws of the State of New York, and/or the NYSERDA Funding Agreement (including without limitation the Cooperative Agreement forming part thereof).

Section 15.03. Counterparts. This Agreement may be executed in counterparts each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

Section 15.04. Third-Party Beneficiaries. The State of New York and the United States Department of Energy are deemed to be third-party beneficiaries of this Agreement as to the rights and obligations of the parties as set forth in Article X – “Indemnification” and Article XI – “Insurance.” No other party shall be determined to be a third-party beneficiary of any right or obligation of the parties contained in this Agreement.

Article XVI

Publicity

Section 16.01. Publicity.

(a) The Contractor shall collaborate with the Consortium to prepare any press release and to plan for any news conference concerning the Work. In addition, the Contractor shall provide reasonably advanced notice to the Consortium regarding any media interview in which the Work is referred to or discussed.

(b) It is recognized that during the course of the Work under this Agreement, the Contractor or its employees may from time to time desire to publish information regarding scientific or technical developments made or conceived in the course of or under this Agreement. In any such information, the Contractor shall credit the Consortium, as well as funding participation in the Project from both the New York State Energy Research and Development Authority (NYSERDA) and the U.S. Department of Energy and shall include the following on each publication, as well as any such disclaimer required by the U.S. Department of Energy that is furnished by the Consortium:

“NYSERDA has not reviewed the information contained herein, and the opinions expressed in this report do not necessarily reflect those of NYSEERDA or the State of New York.”

“This material is based upon work supported by the U.S. Department of Energy's Office of Energy Efficiency and Renewable Energy (EERE) under the Wind Energy Technologies Office Award Number DE-EE0008390.”

“This report was prepared as an account of work sponsored by an agency of the United States Government. Neither the United States Government nor any agency thereof, nor any of their employees, makes any warranty, express or implied, or assumes any legal liability or responsibility for the accuracy, completeness, or usefulness of any information, apparatus, product, or process disclosed, or represents that its use would not infringe privately owned rights. Reference herein to any specific commercial product, process, or

service by trade name, trademark, manufacturer, or otherwise does not necessarily constitute or imply its endorsement, recommendation, or favoring by the United States Government or any agency thereof. The views and opinions of authors expressed herein do not necessarily state or reflect those of the United States Government or any agency thereof.”

(c) Commercial promotional materials or advertisements produced by the Contractor shall credit NYSERDA and U.S. DOE, as stated above, and shall be submitted to the Consortium for review and recommendations to improve their effectiveness prior to use. The wording of such credit can be approved in advance by the Consortium, and, after initial approval, such credit may be used in subsequent promotional materials or advertisements without additional approvals for the credit, provided, however, that all such promotional materials or advertisements shall be submitted to the Consortium prior to use for review, as stated above. Such approvals shall not be unreasonably withheld, and, in the event that notice of approval or disapproval is not received by the Contractor within thirty days after receipt of request for approval, the promotional materials or advertisement shall be considered approved. In the event that the Consortium requires additional time for considering approval, the Consortium shall notify the Contractor within thirty days of receipt of the request for approval that additional time is required and shall specify the additional amount of time necessary up to 180 days. If the Consortium and the Contractor do not agree on the wording of such credit in connection with such materials, the Contractor may use such materials, but agrees not to include such credit.

XVII

Publication of Findings

Contractor recognizes that under Consortium’s Intellectual Property Management Plan, the results of all research projects must be publishable and agrees that the Consortium shall be permitted to present at symposia, national, or regional professional meetings and other forums as deemed appropriate by the Consortium and to publish in journals, theses, or dissertations, or otherwise of the Consortium’s choosing, the methods and results of all projects. Contractor shall be furnished copies of any proposed publication or presentation at least sixty (60) days in advance of submission or presentation to review such proposed publication for confidential and/or potentially patentable information. Contractor shall have thirty (30) days after receipt of said copies to object to such proposed presentation or publication, said objection resulting in a maximum delay in submission of an additional thirty (30) days to allow Contractor or the Consortium to file patent application(s) directed to patentable subject matter contained in the proposed publication or presentation and to delete any confidential information of Contractor.

XVIII

Commercialization

Contractor recognizes that under the Consortium's Intellectual Property Management Plan, all contract awardees are required to use commercially reasonable efforts to commercialize and/or grant licenses for any Intellectual Property they develop under a Consortium Award. The Contractor agrees that with respect to any invention arising from the Project in which it has acquired title, the Consortium has the right to require the Contractor, an assignee or exclusive licensee of a subject invention to grant a nonexclusive, partially exclusive, or exclusive license in any field of use to a responsible applicant or applicants, upon terms that are reasonable under the circumstances, and if the Contractor, assignee, or exclusive licensee refuses such a request, the Consortium has the right to grant such a license itself if it determines that such action is necessary because the Contractor or assignee has not taken, or is not expected to take within a reasonable time, commercially reasonable efforts to achieve commercialization of the subject invention in such field of use.

SAMPLE

EXHIBIT C

STANDARD TERMS AND CONDITIONS

(Based on Standard Clauses for New York State Contracts and Tax Law Section 5-a)

The parties to the Agreement agree to be bound by the following clauses which are hereby made a part of the Agreement to the extent applicable:

1. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the New York State Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. [If applicable: Furthermore, in accordance with Section 220-e of the New York State Labor Law (“Labor Law”), if this is an Agreement for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this Agreement shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Agreement. If this is a building service Agreement as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this Agreement and forfeiture of all moneys due hereunder for a second subsequent violation.]

2. WAGE AND HOURS PROVISIONS. [If applicable] If this is a public work Agreement covered by Article 8 of the Labor Law or a building service Agreement covered by Article 9 thereof, neither Contractor’s employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a

condition precedent to payment by NYSERDA of any NYSERDA-approved sums due and owing for work done upon the project.

3. NON-COLLUSIVE BIDDING REQUIREMENT. In accordance with Section 2878 of the New York State Public Authorities Law (“Public Authorities Law”), if this Agreement was awarded based upon the submission of bids, Contractor warrants, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further warrants that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to NYSERDA a non-collusive bidding certification on Contractor’s behalf.

4. INTERNATIONAL BOYCOTT PROHIBITION. If this Agreement exceeds \$5,000, the Contractor agrees, as a material condition of the Agreement, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the Federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the Agreement’s execution, such Agreement, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify Consortium within five (5) business days of such conviction, determination or disposition of appeal. (See and compare Section 220-f of the Labor Law, Section 139-h of the State Finance Law, and 2 NYCRR 105.4).

5. SET-OFF RIGHTS. Consortium shall have all of its common law and statutory rights of set-off. These rights shall include, but not be limited to, Consortium’s option to withhold for the purposes of set-off any moneys due to the Contractor under this Agreement up to any amounts due and owing to Consortium with regard to this Agreement, any other Agreement, including any Agreement for a term commencing prior to the term of this Agreement, plus any amounts due and owing to Consortium for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto.

6. PROPRIETARY INFORMATION. Contractor acknowledges and agrees that funding for payment hereunder is being provided, in whole or in part, pursuant to a funding agreement between the Consortium and the New York State Energy Research and Development Authority (“NYSERDA”). Contractor and the Consortium acknowledge and agree that all information, in any format, submitted to the Consortium may be shared with NYSERDA and may be subject to and treated in accordance with the NYS Freedom of Information Law (“FOIL,” Public Officers Law, Article 6). Pursuant to FOIL, NYSERDA is required to make available to the public, upon request, records or portions thereof which it possesses, unless that information is statutorily exempt from disclosure. Therefore, unless the Agreement specifically requires otherwise, Contractor should submit

information to the Consortium in a non-confidential, non-proprietary format. FOIL does provide that NYSERDA may deny access to records or portions thereof that “are trade secrets or are submitted to an agency by a commercial enterprise or derived from information obtained from a commercial enterprise and which if disclosed would cause substantial injury to the competitive position of the subject enterprise.” See Public Officers Law, § 87(2)(d). Accordingly, if the Agreement specifically requires submission of information in a format Contractor considers a proprietary and/or confidential trade secret, Contractor shall fully identify and plainly label the information “confidential” or “proprietary” at the time of disclosure. By so marking such information, Contractor represents that the information has actual or potential specific commercial or competitive value to the competitors of Contractor. Without limitation, information will not be considered confidential or proprietary if it is or has been (i) generally known or available from other sources without obligation concerning its confidentiality; (ii) made available by the owner to others without obligation concerning its confidentiality; or (iii) already available to NYSERDA without obligation concerning its confidentiality. In the event of a FOIL request, it is NYSERDA’s policy to consider records as marked above pursuant to the trade secret exemption procedure set forth in 21 New York Codes Rules & Regulations § 501.6 and any other applicable law or regulation. However, the parties understand and agree that NYSERDA cannot guarantee the confidentiality of any information submitted. More information on FOIL, and the relevant statutory law and regulations, can be found at the website for the Committee on Open Government (<http://www.dos.ny.gov/about/foil2.html>) and NYSERDA’s Regulations, Part 501 <http://www.nyserda.ny.gov/About/New-York-State-Regulations.aspx>.

7. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION. (a) FEDERAL EMPLOYER IDENTIFICATION NUMBER and/or FEDERAL SOCIAL SECURITY NUMBER. As a condition to Consortium’s obligation to pay any invoices submitted by Contractor pursuant to this Agreement, Contractor shall provide to Consortium its Federal employer identification number or Federal social security number, or both such numbers when the Contractor has both such numbers. Where the Contractor does not have such number or numbers, the Contractor must give the reason or reasons why the payee does not have such number or numbers.

(b) PRIVACY NOTIFICATION. NYSERDA’s authority to request the above personal information from a seller of goods or services or a lessor of real or personal property through the Consortium, and NYSERDA’s authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by Consortium to NYSERDA (the State of New York) is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law.

8. CONFLICTING TERMS. In the event of a conflict between the terms of the Agreement (including any and all attachments thereto and amendments thereof) and the terms of this Exhibit C, the terms of this Exhibit C shall control.

9. GOVERNING LAW. This Agreement shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

10. NO ARBITRATION. Disputes involving this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily required) without the Consortium's written consent, but must, instead, be heard in a court of competent jurisdiction of the State of New York.

11. SERVICE OF PROCESS. In addition to the methods of service allowed by the State Civil Practice Law and Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon Consortium's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify Consortium, in writing, of each and every change of address to which service of process can be made. Service by Consortium to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

12. CRIMINAL ACTIVITY. If subsequent to the effectiveness of this Agreement, Consortium comes to know of any allegation previously unknown to it that the Contractor or any of its principals is under indictment for a felony, or has been, within five (5) years prior to submission of the Contractor's proposal to Consortium, convicted of a felony, under the laws of the United States or Territory of the United States, then Consortium may exercise its stop work right under this Agreement. If subsequent to the effectiveness of this Agreement, Consortium comes to know of the fact, previously unknown to it, that Contractor or any of its principals is under such indictment or has been so convicted, then Consortium may exercise its right to terminate this Agreement. If the Contractor knowingly withheld information about such an indictment or conviction, Consortium may declare the Agreement null and void and may seek legal remedies against the Contractor and its principals. The Contractor or its principals may also be subject to penalties for any violation of law which may apply in the particular circumstances. For a Contractor which is an association, partnership, corporation, or other organization, the provisions of this paragraph apply to any such indictment or conviction of the organization itself or any of its officers, partners, or directors or members of any similar governing body, as applicable.

13. PERMITS. It is the responsibility of the Contractor to acquire and maintain, at its own cost, any and all permits, licenses, easements, waivers and permissions of every nature necessary to perform the work.

14. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this Agreement will be in accordance with, but not limited to, the specifications and provisions of State Finance Law Section 165 (Use of Tropical Hardwoods), which prohibits purchase and use of tropical hardwoods, unless specifically exempted by NYSERDA.

15. OMNIBUS PROCUREMENT ACT OF 1992. [If applicable] It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development
Division for Small Business
625 Broadway
Albany, New York 12207
Telephone: 518-292-5200
Fax: 518-292-5884
<http://www.esd.ny.gov>

A directory of certified minority and women-owned business enterprises is available from:

NYS Department of Economic Development
Division of Minority and Women's Business Development
625 Broadway
Albany, New York 12207
Telephone: 518-292-5200
Fax: 518-292-5803
<http://www.empire.state.ny.us>

The Omnibus Procurement Act of 1992 requires that by signing this Agreement, Contractors certify that whenever the total amount is greater than \$1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

16. RECIPROCITY AND SANCTIONS PROVISIONS. Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 15, 2002, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii. Contact NYS Department of Economic Development for a current list of jurisdictions subject to this provision.

17. COMPLIANCE WITH DATA SECURITY LAWS. Contractor shall comply with the provisions of all Data Security Laws and Breach Notification Requirements applicable to Contractor related to the services provided. Contractor represents and warrants that it will use commercially reasonable efforts to secure all data it receives from the Consortium and that Contractor will comply with any and all Data Security Laws applicable to the data, including but not limited to New York State Information Security Breach and Notification Act (General Business Law Section 899-aa, Section 899-bb State Technology Law Section 208), California Consumer Protection Act of 2018 (CCPA) and the General Data Protection Regulations in the EU (GDPR).

18. PROCUREMENT LOBBYING. To the extent this Agreement is a “procurement contract” as defined by New York State Finance Law (“Finance Law”) Sections 139-j and 139-k, by signing this Agreement the Contractor certifies and affirms that all disclosures made in accordance with Finance Law Sections 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, Consortium may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

19. IRANIAN ENERGY SECTOR DIVESTMENT. In accordance with Section 2879-c of the Public Authorities Law, by signing this contract, each person and each person signing on behalf of any other party certifies, and in the case of a joint bid or partnership

each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each person is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the State Finance Law (See <https://ogs.ny.gov/iran-divestment-act-2012>).

20. ADMISSIBILITY OF REPRODUCTION OF CONTRACT. Notwithstanding the best evidence rule or any other legal principle or rule of evidence to the contrary, the Contractor acknowledges and agrees that it waives any and all objections to the admissibility into evidence at any court proceeding or to the use at any examination before trial of an electronic reproduction of this contract, regardless of whether the original of said contract is in existence.

SAMPLE

EXHIBIT D

PAYMENT PROVISIONS

1. Purpose and Applicability. The purpose of this Exhibit is to provide terms for making payment on amounts properly due and owing by the Consortium under this Agreement. This Exhibit does not apply to Payments due and owing when the Consortium is exercising a Set-off or other legal right against all or part of a Payment, or if a State or Federal law, rule or regulation specifically requires otherwise.

2. Definitions. Capitalized terms not otherwise defined in this Exhibit shall have the same meaning as set forth earlier in this Agreement. In addition to said terms, the following terms shall have the following meanings, unless the context shall indicate another or different meaning or intent:

(a) “Date of Payment” means the date on which the Consortium makes a Payment.

(b) “Designated Payment Office” means P.O. Box 128, Mount Kisco, NY 10549 (addressed to National Wind Technology Consortium, c/o Lisa Berwin, CPA), or such other office or address designated by the Consortium from time to time.

(c) “Payment” means payment properly due and owing to Contractor pursuant to Article IV, Exhibit B of this Agreement.

(d) “Payment Due Date” means the date by which the Date of Payment must occur, in accordance with the provisions of Sections 3 through 5 of this Exhibit.

(e) “Proper Invoice” means a written request for Payment that is submitted by a Contractor setting forth the description, price or cost, and quantity of goods, property or services delivered or rendered, in such form, and supported by such other substantiating documentation, as the Consortium may reasonably require, including but not limited to any requirements set forth in Exhibits A or B to this Agreement; and addressed to “Attention: Accounts Payable,” at the Designated Payment Office.

(f) (1) “Receipt of an Invoice” means:

(i) if the Payment is one for which an invoice is required, the later of:

(a) the date on which a Proper Invoice is actually received in the Designated Payment Office during normal business hours; or

(b) the date by which, during normal business hours, the Consortium has actually received all the purchased goods, property or

services covered by a Proper Invoice previously received in the Designated Payment Office.

(ii) if the Agreement provides that a Payment will be made on a specific date or at a predetermined interval, without having to submit a written invoice the 30th calendar day, excluding legal holidays, before the date so specified or predetermined.

(2) For purposes of this subdivision, if the Agreement requires a multifaceted, completed or working system, or delivery of no less than a specified quantity of goods, property or services and only a portion of such systems or less than the required goods, property or services are working, completed or delivered, even though the Contractor has invoiced the Consortium for the portion working, completed or delivered, the Consortium will not be in Receipt of an Invoice until the specified minimum amount of the systems, goods, property or services are working, completed or delivered.

(g) "Set-off" means the reduction by the Consortium of a payment due a Contractor by an amount equal to the amount of an unpaid legally enforceable debt owed by the Contractor to the Consortium.

3. Payment Schedule. Except as otherwise provided by law or regulation, the Date of Payment by the Consortium of an amount properly due and owing under this Agreement shall be no later than thirty (30) calendar days, excluding State or Federal holidays, after Receipt of a Proper Invoice.

4. Payment Procedures.

(a) Unless otherwise specified in this Agreement, a Proper Invoice submitted by the Contractor to the Designated Payment Office shall be required to initiate payment for goods, property or services. As soon as any invoice is received in the Designated Payment Office during normal business hours, such invoice shall be date-stamped. The invoice shall then promptly be reviewed by the Consortium.

(b) The Consortium shall notify the Contractor within fifteen (15) calendar days after Receipt of an Invoice of:

- (1) any defects in the delivered goods, property or services;
- (2) any defects in the invoice; or
- (3) suspected improprieties of any kind.

(c) The existence of any defects or suspected improprieties shall prevent the commencement of the time period specified in Section 3 until any such defects or improprieties are corrected or otherwise resolved.

(d) If the Consortium fails to notify a Contractor of a defect or impropriety within the fifteen (15) calendar day period specified in subdivision (b) of this section, the sole effect shall be that the number of days allowed for Payment shall be reduced by the number of days between the 15th day and the day that notification was

transmitted to the Contractor (but in no event to less than one day). If the Consortium fails to provide reasonable grounds for its contention that a defect or impropriety exists, the sole effect shall be that the Payment Due Date shall be calculated using the original date of Receipt of an Invoice.

(e) In the absence of any defect or suspected impropriety, or upon satisfactory correction or resolution of a defect or suspected impropriety, the Consortium shall make Payment, consistent with any such correction or resolution and the provisions of this Exhibit.

5. Exceptions and Extension of Payment Due Date. Notwithstanding the provisions of Sections 3 and 4 of this Exhibit, any of the following facts or circumstances, which may occur concurrently or consecutively, may serve as reasonable justification for the extension of the Payment Due Date:

(a) If this Agreement provides Payment will be made on a specific date or at a predetermined interval, then payment will not be due before such date or the conclusion of such interval.

(b) If any documentation, supporting data, performance verification, or notice specifically required by this Agreement or State or Federal mandate has not been submitted to the Consortium on a timely basis, then the Payment Due Date shall be extended by the number of calendar days from the date by which all such matter was to be submitted to the Consortium and the date when the Consortium has actually received such matter.

(c) If an inspection or testing period, performance verification, audit or other review or documentation is specifically required by this Agreement or by State or Federal mandate, whether to be performed by or on behalf of the Consortium or another entity, or is specifically permitted by this Agreement or by other State or Federal provision, and the Consortium or other entity with the right to do so elects to have such activity or documentation undertaken, then the Payment Due Date shall be extended by the number of calendar days from the date of Receipt of an Invoice to the date when any such activity or documentation has been completed or the Consortium has actually received the results of such activity or documentation conducted by another entity, and any deficiencies identified or issues raised as a result of such activity or documentation have been corrected or otherwise resolved.

(d) If an invoice must be examined by a State or Federal agency, or by another party contributing to the funding of the Contract prior to Payment, then the Payment Due Date shall be extended by the number of calendar days from the date of Receipt of an Invoice to the date when the State or Federal agency, or other contributing party to the Contract, has completed the inspection, advised the Consortium of the results of the inspection, and any deficiencies identified or issues raised as a result of such inspection have been corrected or otherwise resolved.

EXHIBIT E INTELLECTUAL PROPERTY PROVISIONS

Article I

Federal Intellectual Property Provisions

Section 1.01: As a subrecipient to U.S. Department of Energy Award #DE-EE0008390, the Consortium is required to adhere to all Intellectual Property Provisions (as defined in the Cooperative Agreement) incorporated into the Cooperative Agreement between NYSERDA and the U.S. Department of Energy, the Intellectual Property Management Plan (IPMP), as well as those provisions that apply to NYSERDA R&D projects. These provisions are hereby incorporated into this Agreement.

Section 1.02: To the extent that any of the provisions of the NYSERDA intellectual property requirements conflict in any way with the provisions of the U.S. DOE/EERE/NYSERDA award terms, the U.S. DOE/EERE/NYSERDA award terms shall take precedence.

Section 1.03: Recipient agrees to the U.S. DOE Intellectual Property Provisions (CDSB-115), as detailed in Attachment (N) to the Cooperative Agreement, and incorporated herein by reference.

Article II

New York State Intellectual Property Provisions

Section 2.01: The general objectives of NYSERDA's patent policy relating to its projects are as follows:

- To promote the commercialization and use of inventions arising from projects sponsored by NYSERDA.
- To protect the public against nonuse or unreasonable use of these inventions.
- To implement the foregoing objectives at minimum administrative cost to NYSERDA.
- To protect NYSERDA's interest with respect to those intellectual property having a relationship to payments.

Section 2.02: The objectives of the patent policy of NYSERDA are similar to those intended to be accomplished through the Federal Bayh-Dole Act (P.L. 96-517; 35 U.S.C. Section 200 et seq.) promulgated in 1981. Accordingly, the patent policy of NYSERDA is similar to that set forth in the Bayh-Dole Act.

Section 2.03: NYSERDA may elect not to claim rights to inventions resulting from projects funded by NYSERDA at a minimal cost, or from projects in which NYSERDA funding represents 20% or less of total project costs including the value of in-kind services.

Section 2.04: In the event NYSERDA cosponsors with a Federal agency a project in which the Federal agency uses the patent policy set forth in the Bayh-Dole Act, NYSERDA will claim rights in inventions no greater than a non-exclusive, non-transferable, irrevocable paid-up license, for itself, the State of New York and all political subdivisions and other instrumentalities for the State of New York, to practice or have practiced for or on their behalf inventions resulting from the project throughout the world.

Section 2.05: Except as aforesaid, NYSERDA-required terms and conditions may set forth provisions which affect the following:

- (a) The Contractor shall have the right to make, use and sell the Product.
- (b) Should NYSERDA, or any political subdivision or instrumentality of the State of New York (each, a “New York Purchaser”) desire to purchase the Product from Contractor or any parent, subsidiary, affiliate, assignee, licensee or franchisee thereof (“Seller”), Seller shall grant such New York Purchaser terms, including price, that are at least as favorable as the terms granted by Seller to any buyer of the Product within the previous year. During the period of performance of the agreement between New York Purchaser and Seller, if Seller enters into an agreement with any other party that includes terms more favorable than those granted to the New York Purchaser, then the terms granted by Seller to such New York Purchaser shall automatically be deemed to be modified to provide the New York Purchaser with those more favorable terms as of the date such more favorable terms were offered to the other party. Contractor shall notify the New York Purchaser promptly of the existence of such more favorable terms and the New York Purchaser shall have the right to receive the more favorable terms immediately. If requested in writing by the New York Purchaser, Contractor shall amend the agreement with such New York Purchaser to contain the more favorable terms and conditions. Contractor shall include these terms in any distribution, licensing or franchising agreement concerning the Product.
- (c) Should a patent application be filed related to the Product, Contractor shall forward to NYSERDA’s Project Manager a copy of the United States Patent and Trademark Office filing receipt bearing the patent application number within a month of the filing. The Contractor or any assignee acting on behalf of the Contractor shall include, within the specification of any patent application and any patent or certificate issuing thereon related to the Product the following statement: “This invention was made with the support of the New York State Energy Research and Development Authority (NYSERDA) under Agreement No. _____, and NYSERDA may have rights in this invention.”

(d) Contractor shall notify NYSERDA within three (3) months after a patent is issued related to the Product, and shall provide the patent title, issuance number and a generalized description of the claims set forth therein. Contractor shall diligently exercise best efforts to bring the Product to the point of Practical Application. Should Contractor fail to bring the Product to the point of Practical Application within three (3) years after the issuance date for any patent related to the Product Contractor shall provide to NYSERDA a reasonably detailed description of its efforts in commercializing the Product through sales of licensing or other avenues and a reasonably detailed description of why such efforts failed.

(e) The Contractor shall include the foregoing clauses, suitably modified to identify the parties, in all subcontracts which involve the performance of Work under this Agreement. The Subcontractor shall retain all rights provided for the Contractor, and the Contractor shall retain all rights provided for NYSERDA, as set forth above.

(f) The Contractor shall enforce Section B (a), (b), (c), (d), (e) hereof against all current or former employees to the extent necessary to protect NYSERDA's rights herein.

SAMPLE

EXHIBIT F

SPECIAL REPORTING REQUIREMENTS

Reporting of progress on the tasks in this Agreement to both NYSERDA and the U.S. DOE is critical to the continued execution of the project, particularly regarding the go/no-go provisions in the agreement between the U.S. DOE and NYSERDA. The U.S. DOE Agreement requires reporting of certain events and activities pursuant to Project Management Reporting categories as delineated in the Federal Assistance Reporting Checklist (FARC) included in the Funding Agreement, and as applicable to this Agreement. These reporting categories are discussed more fully below. In addition, based upon cost-share funding provided by NYSERDA in administration of the U.S. DOE award, NYSERDA is obligated to report on certain milestones and metrics pursuant to its obligations to the New York State Public Service Commission and the New York State Department of Public Service regarding the administration of the Clean Energy Fund (CEF).

In order to ensure timely reporting consistent with the above requirements, Contractor will be required to make certain reports directly to NYSERDA or to the U.S. DOE. Any such reports shall also be provided to the Consortium's Project Manager.

Federal Assistance Reporting Checklist (FARC)

The EERE 355 Federal Assistance Reporting Checklist ("FARC") which is part of the agreement between the U.S. DOE and NYSERDA and the Funding Agreement and, as such, is incorporated as if fully set forth herein. The FARC contains reporting requirements pursuant to the Cooperative Agreement, several of which Contractor will be responsible for providing directly to U.S. DOE. Pursuant to this requirement, Contractor will obtain Award Recipient account(s) on the online U.S. DOE EERE Project Management Center.

FARC Section I: Project Management Reporting

Item D: Special Status Reports: Special status reports are required in the event of "problems, delays or adverse conditions which materially impair the recipient's ability to meet the objectives of the award or which may require DOE to respond to questions relating to such events from the public." A complete list of events that require a Special Status Report is listed in the EERE Reporting Instructions. Contractor shall notify the Consortium and NYSERDA immediately on encountering an event requiring a Special Status Report and shall submit Special Status Reports directly to the U.S. DOE within five (5) calendar days of the triggering event, or as otherwise specified in the EERE Reporting Instructions.

FARC Section II: Scientific/Technical Reporting

Item A: Final Scientific/Technical Report: A final report shall be submitted to the Consortium within 30 calendar days of the conclusion of the Work. This report shall adhere to all requirements for Final Scientific/Technical Reports as specified in the EERE Reporting Instructions.

Item B: Accepted Manuscript of Journal Article: Per the EERE Reporting Instructions, “public access to scholarly publications is enabled by providing the Accepted Manuscript (AM) of the Journal Article to DOE [...] and is consistent with the U.S. Government’s retained license to published results of federally funded research.” Contractor shall report Accepted Manuscripts of Journal Articles generated by Contractor directly to the U.S. DOE within five (5) calendar days after the final manuscript has been accepted. NYSERDA shall be notified in writing whenever such a report has been submitted.

FARC Section III: Closeout Reporting

Item A: Invention Certification or Patent Certification DOE F 2050.11: Contractor shall submit to the Consortium either an Invention Certification or Patent Certification DOE F 2050.11 within 60 calendar days of the conclusion of the Project. This report shall adhere to all requirements for as specified in the EERE Reporting Instructions.

Item B: Final Property Report (SF-428 and SF-428B): Contractor shall submit to the Consortium a final inventory and request disposition for all federally owned property and/or property or equipment acquired with funds emanating from this Agreement with an acquisition cost above \$5,000 within 60 calendar days of the conclusion of the Project. This report shall adhere to all requirements as specified in the EERE Reporting Instructions.

FARC Section III: Other Reporting

Item A: Intellectual Property Reporting: In accordance with the patent rights clause of the U.S. DOE Cooperative Agreement, Contractor shall complete intellectual property reports and submit such reports directly to U.S. DOE, using the iEdison website, within five (5) calendar days of any intellectual property-related event as specified in the EERE Reporting Instructions. The Consortium and NYSERDA shall be notified in writing whenever such a report has been submitted. Failure to submit Intellectual Property Reporting Forms in a timely manner may result in forfeiture of rights in the subject inventions and related patent applications.

Item B: Invention Utilization Report: Contractor shall provide Invention Utilization Reports as specified in the EERE Reporting Instructions for any subject inventions made under this Agreement. Reports shall be provided directly to the U.S. DOE one year after the disclosure date of each subject invention and must continue to be provided for ten years after the date of the disclosure. Contractor shall copy the Consortium and NYSERDA on all Invention Utilization Reports. Failure to submit Invention Utilization Reports in a timely manner may result in forfeiture of rights in the subject inventions and related patent applications.

EXHIBIT G

Report Content Guide

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SAMPLE

1 Purpose

This document explains how to prepare and submit a report to the Consortium. It includes details on the elements of the report, specifications for formatting and accessibility, and information on electronic submission. Please follow these instructions unless your Consortium contract specifies otherwise.

The Consortium will publish the finished report deliverable online and/or in print unless the Project Manager approves special circumstances. Please direct all questions concerning reports to your Project Manager.

2 Required Elements

Section 6 includes a checklist of the required elements. This section contains details about the items that are required in all reports (unless noted as optional). Items should appear and be paginated in the following sequence:

- Title page (no page number):
 - Include title of report, draft or final, prepared for the Consortium, Project Manager (name and title), prepared by name of organization, individuals and affiliation, and date report submitted.
- Notice (small Roman numerals for page numbers i.e., ii):
 - This report was prepared by [Insert Preparer's Name] in the course of performing work contracted for and sponsored by the National Offshore Wind Research and Development Consortium, the New York State Energy Research and Development Authority and the U.S. Department of Energy (hereafter the "Sponsors"). The opinions expressed in this report do not necessarily reflect those of the Sponsors, the State of New York, the federal government and reference to any specific product, service, process, or method does not constitute an implied or expressed recommendation or endorsement of it. Further, the Sponsors, the State of New York, and the contractor make no warranties or representations, expressed or implied, as to the fitness for particular purpose or merchantability of any product, apparatus, or service, or the usefulness, completeness, or accuracy of any processes, methods, or other information contained, described, disclosed, or referred to in this report. The Sponsors, the State of New York, and the contractor make no representation that the use of any product, apparatus, process, method, or other information will not infringe privately owned rights and will assume no liability for any loss, injury, or damage resulting from, or occurring in connection with, the use of information contained, described, disclosed, or referred to in this report.

The Consortium makes every effort to provide accurate information about copyright owners and related matters in the reports we publish. Contractors are responsible for determining and satisfying copyright or other use restrictions regarding the content of the reports that they write, in compliance with the Consortium's policies and federal law. If you are the copyright owner and believe a Consortium report has not properly attributed your work to you or has used it

without permission, please email info@nationaloffshorewind.org. Information contained in this document, such as web page addresses, are current at the time of publication.

- Abstract and Keywords (optional; small Roman numerals for page numbers):
 - The Abstract is a brief, approximately 200-word description of project objectives, investigative methods used, and research conclusions or applications. A list of keywords that describe the project and identify the major research concept should be submitted with the report. Four to six precise descriptors are generally sufficient and will be used for indexing, registering and distributing the report.
- Acknowledgments (optional; small Roman numerals for page numbers):
 - If included, the Acknowledgments page precedes the Table of Contents and is generally no longer than two paragraphs in length.
- Table of Contents (small Roman numerals for page numbers):
 - The Table of Contents should list front matter material (except the Table of Contents) and titles and section numbers for heading levels one through four. Additional levels should not be used in the report. If the heading styles are applied in Word, the list can be automatically generated.
- List of Figures (small Roman numerals for page numbers).
 - If the report contains three or more figures, they should be listed using the style of the Table of Contents. (If the figure titles in text have the caption function applied in Word, the list can be automatically generated.)
- List of Tables (small Roman numerals for page numbers).
 - If the report contains three or more tables, they should be listed using the style of the Table of Contents. (If the figure titles in text have the caption function applied in Word, the list can be automatically generated.)
- Acronyms and Abbreviations List (small Roman numerals for page numbers):
 - All acronyms and abbreviations should be spelled out and followed by the acronym or abbreviation in parentheses on first use.
 - Use a one- or two-column layout for the list, but do not use a table.
- Executive Summary or Summary (optional; ES-1 or S-1 etc. for page numbers of Executive Summary and Summary, respectively):
 - An Executive Summary is two pages in length maximum. A Summary is a shorter version of the report and varies in length but less than 10 percent of the main report is a good guideline.
- Main Text (sequentially numbered pages i.e., 1, 2, 3 etc. preferred, but chapter-page numbering is acceptable).
- Figures and tables with sequential numbering (Figure 1, Figure 2, etc. preferred but sequential chapter-number are acceptable), callouts in text (i.e., Figure 1 shows...) and Alternative Text to

comply with ADA Accessibility are required. Refer to ADA guidelines for the best way to represent data with reference to colors. Preferences for tables are listed in this document.

- Figures and tables at the back of the document are preferred; figures and tables placed in-line with text near callout is acceptable. Do not use wrap text.
- References Cited and Bibliography information (as needed; continue sequential page numbering):
 - References Cited vs. Bibliography: References Cited has specific references called out in text to document sources of specific information, and a bibliography is a list of sources used to compile a document but does not have callouts for specific facts in the text.
 - Endnote style for reference citations is preferred but footnotes are acceptable.
 - Format of reference callout in text for footnote or endnote is the author-date callout in text (i.e., Wood and Stone 2010).
 - Full reference citations listed alphabetically by the last name of the first author.
 - Citation format is based on Chapter 15 (Documentation II: Author-Date References) of The Chicago Manual of Style (16th edition).
 - Use the following format to refer to reports published by the Consortium:

The National Offshore Wind Research and Development Consortium. Year of publication.
“Title of Report,” Consortium Report Number xx-yy. Prepared by organization, company or individual names and city/state location (optional).
- Appendices (optional; A-1 etc. for Appendix A, B-1 etc. for Appendix B page numbering):
 - In Consortium reports, Appendices should be called appendices and not Attachments. Attachments are used to append a document to an appendix. (Attachments may have different definitions in emails and legal documents.)
- Alternative text that describes figures and tables to meet Accessibility requirements. (A separate Word file is fine—see Section 2.2 for more details).

2.1 Copyright for Intellectual Property

All material borrowed or adapted from other sources should be properly identified (i.e., document, source, date, and page). The contractor must obtain and submit to the Consortium the copyright owner’s written permission to use any illustrations, photographs, tables, figures, or substantial amounts of text from any other publication.

For each figure and table, the contractor must also provide a source line that gives the original source and any language stating permission to reprint that should be published with each respective table or figure.

2.2 Proprietary or Confidential Information

Proprietary or confidential information must be clearly labeled in the report submission as “proprietary” or “confidential.” To the extent possible, the information should be contained

within one section or appendix that can be easily removed prior to publishing. Consult your Project Manager with any questions.

2.3 Americans with Disabilities Act (ADA) Accessibility Compliance

As a subrecipient of state and federal funding, the Consortium is obligated to ensure that all publicly-funded documents published on its website are accessible, pursuant to Section 508 of the Rehabilitation Act (29 U.S.C. 794d), as amended by the Workforce Investment Act of 1998 (P.L. 105-220 August 7, 1998).

To meet the needs of persons with visual or mobility disabilities, reports must be in a format that allows for conversion of written words of an electronic document into speech, thus allowing the person with a disability to hear the text. The formatting of these documents is critical to the success of the conversion from text to speech. Screen reading software will read the document as one long series of paragraphs with no differentiation for new topics unless properly formatted with Heading Styles. (Imagine reading a textbook with no difference in text from one paragraph to the next.)

Reports submitted to the Consortium must meet the following requirements:

- Use numbered headings in the document up to Level 4 (i.e., 1.1.1.1).
- Pick one of the formatting options outlined in Section 3 of this document.
- Provide short titles for all tables, images, and figures.
- Provide Alternative Text (also known as alt-text) that describes the visual elements of each image and figure—and does not just repeat the title or caption. Include alt text for any tables that are inserted as images.
- Write out links in documents that will be printed. Write the sentence so that the URL is not at the end and followed by a period. See the last bulleted item for an example (“Visit...”).
- Avoid linking to “click here” or including extremely long URLs. For web-only documents, use contextual links instead of putting a long URL in text.

3 Submitting a Report to the Consortium

No print drafts of the report are required. An electronic Word version of the draft report should be emailed to the Consortium Project Manager. Contact the Project Manager regarding how to transfer large files. The contractor is responsible for satisfactorily addressing comments from the Consortium and other stakeholders. When making corrections, the contractor must ensure that technical content is not compromised. After editorial corrections have been made, the contractor must email to the Project Manager a Word version of the final report. Contacts

- The Project Manager should be the contractor’s primary point of contact.
- For additional questions, contact [TBD]
- Contractors can also email {TBD}

4 Required Elements Checklist

The following elements should be included in reports, unless noted as optional, along with the style of page numbers is listed in parentheses:

- Title page (no page number).
- Notice (small Roman numeral page numbers, i.e., ii).
- Abstract
- Keywords (optional; small Roman numerals).
- Acknowledgments (optional; small Roman numerals).
- Table of Contents (small Roman numerals).
- List of Figures (small Roman numerals).
- List of Tables (small Roman numerals).
- Acronyms and Abbreviations List (small Roman numerals).
- Executive Summary or Summary (optional; ES-1 or S-1 etc).
- Main Text (pages sequentially numbered i.e., 1, 2, 3 etc.).
- Figures and tables with sequential numbering (Figure 1, Figure 2, etc.), callouts in text (i.e., Figure 1 shows...), and Alt Text for ADA Accessibility.
 - Figures and tables at the back of the document are preferred for documents that the Consortium will be formatting; figures and tables placed in-line with text after first callout are acceptable. Do not wrap text.
- References Cited and Bibliography information.
- Appendices (optional; page numbering is A-1 etc. for Appendix A, B-1 etc. for Appendix B).
- Copyright information for intellectual property (i.e., images, figures, tables or large pieces of text that have been previously published)—include written permission from the copyright holder at the end of the document and use appropriate language in the captions of the images, figures and tables such as “Reprinted with permission from [publisher’s name].”
- Alternative text that describes each image and figure (include Alt text for tables that are included as images) —and does not just repeat the title or caption. (See Section 2.3 for more information.) The text should be listed at the end of the document or provided in a separate file.