

**Memorandum of Understanding for the Utility Subscription Program and  
Facilitated Research Service Program**

Between

**Water Research Foundation**

And

**Los Angeles Department of Water and Power**

This Memorandum of Understanding (MOU) establishes a voluntary Understanding entered into on January 1, 2016 (Effective Date) by and among the Water Research Foundation (WRF), a Delaware non-profit corporation whose principal place of business is located at 6666 West Quincy Avenue, Denver, Colorado 80235, and Los Angeles Department of Water and Power (LADWP), whose principal place of business is located at 111 North Hope Street, Room 1213, Los Angeles, CA 90012.

This MOU encompasses WRF's utility Subscription Program and Facilitated Research Service Program. The utility subscription program allows LADWP to become a subscriber to WRF, which is a research collaborative made up of over 980 utilities. This research collaborative supports a robust research agenda of relevant topics for utilities.

Per this MOU, LADWP will utilize the Subscription Worksheet to calculate its annual subscription to WRF. As a subscriber to WRF, LADWP receives the following benefits available to all employees:

- Access to over 1,300 expert reviewed research reports
- Access to WRF staff subject matter experts in all areas of water
- Monthly topical webcasts
- Access to up-to-date knowledge portals on WRF's web site
- Professional development opportunities through participation on advisory committees
- Attendance at regional and national expert workshops
- Access to project-based webtools and resources
- Access to WRF's extensive international network of top researchers and water experts

This MOU also encompasses the WRF Facilitated Research Services (FRS) program. FRS is a scientific research program that enables utilities to utilize WRF expertise and proven processes for research, management and communication to solve local, regional, or niche issues. Under this program, the management processes for scientific

research is fully undertaken by WRF and funded by a specific utility or group of utilities. Participants benefit directly from independent management of research and tailored communication of results, and by association to WRF's long-standing, scientific credibility. The FRS program allows utilities, like LADWP, access to a scientific research program that can support the decisions of the utility. The FRS program, which is accessible to all LADWP employees, provides the following direct benefits to LADWP:

- Professional project management services
- Access to WRF's managed expert review process
- Access to WRF communication and publication process
- Distribution of these results to WRF subscribers and the international research community

Contacts. Co-funder contacts of the FRS Program are:

Organization	Contact
LADWP	Albert G. Gastelum Director of Water Quality Los Angeles Department of Water & Power 111 North Hope Street, Room 1213 Los Angeles, California 90012 Phone: (213) 367-3191 Email: albert.gastelum@ladwp.com
WRF	Chris Rayburn Director Research and Subscriber Services 6666 West Quincy Avenue Denver, Colorado 80235 Phone: (303) 347-6188 Email: crayburn@waterrf.org

Per this MOU, LADWP will provide funding for the WRF Subscription and FRS program for the amount of \$1,740,000 over a three year period from January 1, 2016 to December 31, 2018.



Copyright Notice: In the event of any publications resulting from this MOU, any jointly owned intellectual property, or derivative works thereof, shall include a United States' copyright notice of ownership as detailed below:

Copyright [year of publication], Water Research Foundation, [Sub-recipient], and  
Los Angeles Department of Water and Power  
ALL RIGHTS RESERVED.  
No part of this article may be copied, reproduced, or otherwise utilized without  
permission.

Copyright Infringement: WRF represents and warrants that research materials provided under this MOU do not infringe in any way – directly, indirectly, contributorily or otherwise – upon any third party's intellectual property rights, including, without limitation, patents, copyrights, trademarks, trade secrets, right of publicity and proprietary information (collectively "Intellectual Property" or "Intellectual Property Rights"). WRF shall indemnify, defend and hold harmless LADWP, its Board, commissioners, officers, directors, agents, employees, consultants, assigns and successors in interest against any damages, costs and expenses (including reasonable attorneys' fees, if any) arising out of any demand, action, suit, claim or proceeding (collectively "Claim") alleging that use of the research materials provided under this MOU, or any part thereof, infringes upon, in any way or manner, direct, indirect, contributory, induced, intentional or otherwise, any Intellectual Property Rights, if: (i) LADWP promptly notifies WRF in writing of the Claim; (ii) LADWP gives WRF primary defense responsibility, at WRF's expense, to direct and control the defense and any settlement and compromise negotiations, consistent with the Los Angeles City Charter; and (iii) LADWP provides WRF with full disclosure and assistance that may be reasonably required to defend any such Claim.

WRF may, at its option, either settle or defend the Claim and pay all damages and costs awarded in the Claim against LADWP, provided that the defense and any settlement are approved by the LADWP Board of Commissioners and are consistent with the Los Angeles City Charter. Any approval of settlement required by LADWP will not be unreasonably withheld. In addition to the foregoing, LADWP reserves the right to participate and act as co-counsel in the defense of the Claim at its own expense of attorneys' fees.

Acknowledgement. WRF will recognize LADWP as sponsor/cosponsor of any published project funded by LADWP's FRS funds.

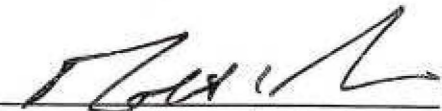
Termination. In the event this MOU is not progressing as required, either party may terminate a project related portion of this MOU with 30 days written notice to the other party. Any portion of LADWP's contribution allocated to a Project through the FRS

program which has not already been distributed or earmarked by WRF but not yet invoiced by the researcher may be returned to LADWP.

Liability/Construction/Headings. Any research or services provided pursuant to this MOU is intended for information purposes only. With the exception of the intellectual property protections outlined above, use of such information or research does not create liability between the parties to this MOU. Further, all parties were represented by counsel at all times during the drafting of this MOU. The MOU shall not be construed against the drafter. Headings are for convenience only.

IN WITNESS WHEREOF, WRF and LADWP have caused this MOU to be signed and dated as shown below.

**Water Research Foundation**

By:   
Robert C. Renner, P.E., B.C.E.E.  
Executive Director

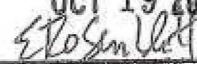
Date: 10/12/15

**DEPARTMENT OF WATER AND POWER  
OF THE CITY OF LOS ANGELES BY  
BOARD OF WATER AND POWER  
COMMISSIONERS OF THE CITY OF LOS  
ANGELES**

By: \_\_\_\_\_  
MARCIE L. EDWARDS  
General Manager

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

APPROVED AS TO FORM AND LEGALITY  
MICHAEL N. FEUER, CITY ATTORNEY

OCT 19 2015  
BY   
ERIC ROSENBLATT  
DEPUTY CITY ATTORNEY

And: \_\_\_\_\_  
BARBARA E. MOSCHOS  
Secretary

**Signature Page Instructions**

1. Review document and have a duly authorized representative and the Principal Investigator sign this page.
2. Only this signature page is required to be returned back to the Foundation.
3. Please **Email** a scanned PDF of the executed signature page to the following:
  - a. Peggy Falor at [pfalor@WaterRF.org](mailto:pfalor@WaterRF.org) and
  - b. Corina Santos at [csantos@WaterRF.org](mailto:csantos@WaterRF.org)
4. Do not return the entire agreement, only the signature page.
5. Please return no later than **ten (10) calendar days** from receipt.

The Foundation will email a PDF of this fully executed Understanding to you for your files.