

Agreement No.:

**SUBGRANT AGREEMENT
BETWEEN
THE WRIGHT STATE APPLIED RESEARCH CORPORATION AND
RON WINE CONSULTING GROUP, LLC**

SIGNATURE PAGE

This AGREEMENT is entered into between the Wright State Applied Research Corporation, 280 Joshi Research Center, 3640 Colonel Glenn Highway, Dayton, Ohio 45435 ("WSARC") and Ron Wine Consulting Group, 1401 Halstead Circle, Dayton, Ohio 45459 (hereinafter called "Subgrantee"), issued in support of programs administered by the Defense Aerospace Graduate Studies Institute funded by the Board of Regents of the State of Ohio. This AGREEMENT consists of this Signature Page, the Schedule, and the following Exhibits.

A. Statement of the Project and Project Budget

The parties to this AGREEMENT hereby execute this AGREEMENT as of the last date entered below.

**WRIGHT STATE APPLIED
RESEARCH CORPORATION**

By: 

Ryan D. Fendley
Chief Executive Officer

Date: October 1, 2012

RWCG

By: 

Ronald D. Wine
President

Date: October 7, 2012

SCHEDULE

The parties to this Agreement agree as follows.

ARTICLE 1. PERIOD OF PERFORMANCE

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By: _____

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Chief Executive Officer

Ronald D. Wine
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Date: October 1, 2012

Date: October 7, 2012

SCHEDULE

The parties to this Agreement agree as follows.

ARTICLE 1. PERIOD OF PERFORMANCE

This Agreement is effective October 1, 2012 and expires December 31, 2013 unless extended in writing by mutual agreement of the parties. Subgrantee is not obligated to continue work or to provide services after the expiration date, and the WSARC is not obligated to compensate Subgrantee for expenses incurred or commitments made after the expiration date.

ARTICLE 2. COST

The total estimated time and materials price for labor expended and costs and expenses incurred for the performance of this Agreement is \$400,000 (the "Subgrant Funds"). Subgrantee agrees to use good faith efforts to perform the work specified in, and fulfill all obligations under, this Agreement in accordance with the Project and estimated budget price, attached to Agreement as Exhibit A (the "Project" and "Project Budget").

The funds provided under this Agreement are only for the costs set forth in the Project Budget section of Exhibit A. Travel, if any, is subject to Article 10A.12, below, must be approved in advance by WSARC, and the costs of such will be added to funds available for costs specified in the Project Budget. Any travel must be in accordance with the Travel Policy of the State of Ohio. Any reimbursement of travel expenses made by WSARC shall be subject to the travel reimbursement rates, limitations, restrictions, and exclusions imposed by Ohio Administrative Code 126-1-02 and any other rules imposed by the Ohio Office of Budget and Management, as such rules may be amended from time to time.

ARTICLE 3. INCREMENTAL FUNDING AND LIMITATION OF OBLIGATION

This Agreement is incrementally funded in the amount of \$250,000. In no event is WSARC obligated to reimburse the Subgrantee for expenditures in excess of the total funds currently allocated to this Agreement. Costs incurred that exceed the funds currently allocated are at the Subgrantee's risk.

ARTICLE 4. PAYMENT OF SUBGRANT FUNDS.

4.1 WSARC shall disburse the Subgrant Funds on a reimbursement basis. Subgrantee shall submit to WSARC for review and approval requests for reimbursement detailing expenditures which have then been incurred by Subgrantee during the previous month in accordance with the Project Budget. WSARC shall provide guidelines for adequate reimbursement support, and Subgrantee will use good faith efforts to comply. WSARC shall be the sole judge of the adequacy of reimbursement requests. All time and materials costs and expenses to be reimbursed with Subgrant Funds shall be supported by contracts, invoices, vouchers, paid receipts and other documentation as appropriate to evidence the time and materials costs and expenses incurred by Subgrantee and its sub-subgrantees and/or subcontractors to perform the work described in Exhibit A. Subgrantee shall submit to WSARC source documentation of such costs and expenses with each reimbursement request.

4.2 Following receipt, review and approval of Subgrantee's monthly invoice, WSARC will submit the invoice to the State of Ohio for reimbursement. Notwithstanding any payment terms to the contrary that may be included in Subgrantee's invoice, WSARC will pay Subgrantee the

amount of its invoice paid by the State within fifteen (15) days of receipt of funds from the State.

4.3 Each Subgrant invoice shall contain one of the following certifications signed by a duly authorized representative:

“The undersigned certifies that, to the best of his/her knowledge and belief, all costs for which reimbursement is requested in this invoice are allocable and allowable under the provisions of OMB Circular A-122, and travel costs for which reimbursement is requested comply with the Travel Policy of the State of Ohio.”

or

“The undersigned certifies that, to the best of his/her knowledge and belief, all costs for which reimbursement is requested in this invoice are allocable and allowable under the provisions of FAR Part 31, and travel costs for which reimbursement is requested comply with the Travel Policy of the State of Ohio.”

ARTICLE 5. SUBGRANT FUNDS NOT EXPENDED.

If the Subgrant Funds are not disbursed within the time period set forth in this Agreement, the award of the Subgrant Funds shall cease and WSARC shall have no further obligation to disburse the Subgrant Funds. WSARC shall also have no obligation to disburse any amount of the Subgrant Funds that exceeds the eligible costs of the Project actually incurred by Subgrantee.

ARTICLE 6. SUBGRANTS

None of the Subgrant funds may be sub-subgranted or subcontracted to another party without prior approval from WSARC. All sub-subgrant or subcontract agreements must be reviewed by WSARC prior to execution. All sub-subgrants and subcontracts must contain, in a form suitably altered to reflect the different parties, Articles 4, 5, 6, 7, 8, 9, 10A, 11 and the portion of Article 2 dealing with travel.

ARTICLE 7. TERMINATION

This Agreement may be terminated prior to the end of the Period of Performance as set forth in this Article.

7.1 Default. WSARC may terminate this Agreement following any default of Subgrantee. Conditions or circumstances constituting default are set forth in Article 15.

7.2 Convenience. WSARC may terminate this Agreement without cause if the State of Ohio fails to fund, stops funding, or retrieves or reclaims previous funding of, the Defense Aerospace Graduate Studies Institute.

- 7.3 Mutual Agreement. WSARC and Subgrantee may agree in writing to terminate this Agreement.
- 7.4 Performance of Termination Agreement. In the event this Agreement is terminated by mutual agreement, Subgrantee shall perform all obligations of Subgrantee as set forth in such agreement.

ARTICLE 8. REPORTING REQUIREMENTS AND PERIODIC REVIEW

Within thirty days of the end of any calendar quarter, Subgrantee shall submit to WSARC all fiscal and programmatic reports as are necessary for WSARC to meet its quarterly reporting requirements to the State, and shall submit such quarterly reports in such form as WSARC may require. The first such report is due February 1, 2013. In addition, concise monthly status reports shall be submitted with each monthly invoice. In addition:

- 8.1 Maintenance of Records. Subgrantee shall establish and maintain for at least three (3) years after the end of the Period of Performance or other termination of this Agreement such records regarding this Agreement, the Subgrant Funds, the Cost Share Amount (if any) as WSARC may require from time to time.
- 8.2 Inspection of Books and Records. At any time during normal business hours and upon not less than twenty-four (24) hours prior written notice, Subgrantee shall make available to WSARC or its agents all books and records regarding this Agreement and/or the execution of the Project which are in the possession or control of Subgrantee. WSARC and its agents may review, audit and make copies of such books and records, with the exception of Subgrantee's proprietary rate information. Subgrantee shall include in its agreements with any subcontractor or sub-subgrantee receiving Subgrant Funds a provision authorizing WSARC and its agents access to and the right to review, audit and copy the books and records of such subcontractor or sub-subgrantee related to its work and/or its receipt of Subgrant Funds. WSARC will undertake any inspection of books and records in such a manner as not to interfere unreasonably with the normal business operations of Subgrantee, its subcontractors or sub-subgrantees, as the context requires.
- 8.3 Site Visits. At any time during normal business hours and upon not less than seventy-two (72) hours prior written notice, Subgrantee shall provide WSARC access to any location or facility at which work or activities related to the execution of the Project are performed. During such site visits, WSARC shall have the right to review and inspect the facilities and to meet with key personnel to review the status of the execution of the Project and compliance with conditions on the award of Subgrant Funds.
- 8.4 Periodic Meetings. From time to time during the Term of the Agreement, Subgrantee shall meet with WSARC on a schedule mutually agreed by the Parties or upon the reasonable request of either Party to discuss progress under the Project. Third parties including, for example, representatives of other State agencies, State grantees and private

entities, may participate in such meetings at the invitation of WSARC. The travel expenses for such meetings will be reimbursed by WSARC if approved in advance.

ARTICLE 8A. INTELLECTUAL PROPERTY

8A.1 Intellectual Property. “Intellectual Property” includes patents and inventions, designs, formulas, processes, materials and other patentable matter, whether or not a patent has been issued with respect to such matter; trademarks and service marks, whether or not registered; copyrights and any work of authorship in which a copyright may subsist; technical data, know-how and other information that may be protected as a “trade secret” under the Uniform Trade Secrets Act as adopted in Ohio (Ohio Rev. Code § 1333.61); and applications and registrations for, and claims with respect to, any of the foregoing.

8A.2 Rights and Title. As between WSARC and Subgrantee, any right, title and interest in and to any Intellectual Property arising from or attributed to any of the work or activities undertaken as part of the Project shall belong to Subgrantee. WSARC asserts no claim of ownership or license in any of the Intellectual Property. Subgrantee grants to WSARC a royalty-free, paid up, worldwide, perpetual, nonexclusive, non-transferable license to use any Intellectual Property incorporated in any deliverable, solely for WSARC’s use of that deliverable in and for the Project.

8A.3 Notification. Subgrantee will promptly notify WSARC of any Intellectual Property arising from or attributed to any of the work or activities undertaken as part of the execution of the Project. Such notification shall be made in a manner so as not to jeopardize the patentability of an invention or compromise the right of Subgrantee to obtain or maintain legal rights in and protection of its ownership interests in the Intellectual Property. Subgrantee shall keep WSARC apprised of all material developments with respect to Grantee’s efforts to obtain patents or other protection of its ownership interests in the Intellectual Property.

ARTICLE 9. PUBLICITY AND PUBLICATION

9.1 Use of Name. Neither Party may use the name of the other in any form of advertising or promotion or otherwise without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed.

9.2 Contact with Media. Subgrantee shall not distribute written press releases or make verbal comments to the media regarding any aspect of its performance of the Project without WSARC’s prior review and approval.

9.3 Permission to Publish. WSARC recognizes that the results of performance of the Project may be publishable and agrees that Subgrantee’s personnel engaged in performance of the work may be permitted to present their work at symposia and national or regional professional meetings and to publish in journals, theses or dissertations, or others publications, the methods and results of the execution of the Project; *provided that* the

person publishing or presenting any work associated with the execution of the Project receives prior approval from WSARC and includes an acknowledgment of the contribution made by WSARC and the State of Ohio.

- 9.4 Disclaimer. Any publication, study or report prepared by Subgrantee or any of its agents, including, without limitation, subcontractors and sub-subgrantees, in connection with the Subgrant made pursuant to this Agreement or using information created or obtained through work or activities using or supported by any Subgrant Funds shall include the following credit and disclaimer statement: "This publication [study or report] was prepared with financial support from the State of Ohio. The content reflects the views of SelectTech Services Corporation and does not purport to reflect the views of the Wright State University, the Wright State Applied Research Corporation or the State of Ohio."

ARTICLE 10. AMENDMENTS AND MODIFICATIONS

- 10.1 Amendments and Modifications. Either Party may at any time during the Term of this Agreement request amendments or modifications to this Agreement. Requests for amendment or modification shall be made in writing and shall specify the requested changes and the justification for such changes. The Parties shall review the request for modification taking into account regulations applicable to the grant program and the status and goals of the Project. If the Parties determine that the Agreement should be so amended, an amendment shall be written, approved, and executed in the same manner as the Agreement.
- 10.2 Project Changes. Without limiting the generality of the foregoing, a written amendment shall be required to affect any of the following changes with respect to the Project:
- (a) Any change in the Project or objectives;
 - (b) Any change in personnel identified in Exhibit A Project Budget;
 - (c) Any absence of personnel identified in Exhibit A, Project Budget from work or activities constituting a part of the execution of the Project for more than thirty (30) days within any 12-month period or a 10% or greater reduction in time of the Exhibit A personnel from work or activities constituting a part of the execution of the Project, regardless of the reason for the absence or reduction in time;
 - (d) One or more alterations to budget line items appearing in Exhibit A, Project Budget that are funded in whole or in part by the Subgrant Funds if the change or series of changes exceeds ten percent (10%) of the total amount of Subgrant Funds on a cumulative basis or if the alteration conflicts with any other terms or conditions of this Agreement;
 - (e) Transfer of any portion of the Subgrant Funds into a line item not previously funded in whole or part with Subgrant Funds or creating a new line item to be funded in whole or in part with Subgrant Funds;
 - (f) Additional time/no cost extensions or other significant delays in completion of the Project;

- (g) Conducting, displacing, transferring, or subcontracting any of the work under Exhibit A, Project outside the State; and
- (h) Substituting or adding any subcontractor, collaborator or sub-subgrantee not identified or budgeted in Exhibit A or removing any subcontractor, collaborator or sub-subgrantee identified or budgeted in Exhibit A; *provided, however*, that Subgrantee may restrict the access of any subcontractor, collaborator or sub-subgrantee (including any of its respective agents and employees) to the work or other activities constituting the Project pending WSARC's consent to removal if Subgrantee has reason to believe continuing access by such individual or entity will be detrimental to the execution of the Project.

WSARC reserves the right to reject any request for a change to the Project.

ARTICLE 10A. COMPLIANCE WITH LAW

10A.1 Compliance with Federal, State and Local Laws. Subgrantee shall comply with all applicable federal, state and local laws in the conduct of the work supported by Subgrant Funds. Neither Subgrantee nor any of its employees are or shall be deemed to be employees of WSARC for any purpose including, without limitation, application of the Fair Labor Standards Act minimum wage and overtime payment provisions, the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, any state or local revenue or tax laws, state workers' compensation laws and state unemployment insurance laws. Subgrantee accepts full responsibility for payment of all taxes including, without limitation, unemployment compensation insurance premiums, all income tax deductions, Social Security deductions, and any and all other taxes or payroll deductions required for all employees engaged by Subgrantee in the performance of the work supported by Subgrant Funds.

10A.2 Prevailing Wage. In accordance with Chapter 4115 of the Ohio Revised Code, construction projects involving moneys allocated under this Agreement may require the recipient of the funds to pay prevailing wage rates for workers involved in any construction activity on the project. It shall be the responsibility of Subgrantee to comply with all applicable prevailing wage requirements, if any. The Ohio Department of Commerce, Division of Labor and Worker Safety, Bureau of Wage and Hour, will make all determinations regarding the requirements of paying prevailing wages. If the Bureau of Wage and Hour determines that prevailing wage rates are to be paid, then pursuant to Ohio Revised Code § 4115.032, the Ohio Department of Development shall designate a Prevailing Wage Coordinator who shall be vested with all the powers, duties, and responsibilities required by law of a Wage Coordinator.

10A.3 Ethics Laws. In accordance with Executive Order 2007-01S, Grantee, by its signature on this document, certifies: (1) it has reviewed and understands Executive Order 2007-01S, (2) has reviewed and understands the Ohio ethics and conflict of interest laws including, without limitation, Ohio Revised Code §§ 102.01 *et seq.*, §§ 2921.01, 2921.42, 2921.421 and 2921.43, and §§ 3517.13(I) and (J), and (3) to the extent applicable, will

comply with those laws and the order, as any of them may be amended or supplemented from time to time. Subgrantee understands that failure to comply with the applicable provisions in Executive Order 2007-01S is, in itself, grounds for termination of this Agreement and the grant of funds made pursuant to this Agreement and may result in the loss of other contracts or grants with the State.

- 10A.4 Workplace Environment. Subgrantee shall comply with all applicable federal, state, and local laws regarding smoke-free and drug-free workplaces and shall make a good faith effort to ensure that any of its employees or permitted subcontractors engaged in the work being performed in connection with the execution of the Project do not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.
- 10A.5 Governing Law. The validity and interpretation of this Agreement and the legal relationship of Subgrantee and WSARC shall be governed by the laws of the State of Ohio. All actions regarding this Agreement shall be brought in a court of competent subject matter jurisdiction in Montgomery County, Ohio, and Subgrantee agrees that venue in such court is proper.
- 10A.6 Declaration Regarding Material Assistance/Non-assistance to a Terrorist Organization. If applicable, Subgrantee must comply with Ohio Revised Code § 2909.33 by providing WSARC a completed certification attesting that Subgrantee does not provide material assistance to any organization on the U.S. Department of State exclusion list.
- 10A.7 Human Subjects. In all cases in which activities involving human subjects are planned in connection with the execution of the Project, Subgrantee must abide by all applicable federal and state rules and regulations governing studies of human subjects at the participating organizations. If the Project contemplates activities involving human subjects, Subgrantee certifies that Institutional Review Board (IRB) approval for this Project is current (within one (1) year of the Effective Date of this Agreement). IRB approval shall be renewed each year the Project is active. Any modifications in the Program Plan section of the Proposal must be approved by the IRB. Subgrantee certifies that its human subject policies and procedures comply with the Code of Federal Regulations, Title 45, Part 46.
- 10A.8 Animal Subjects. In all cases in which activities involving animal subjects are planned, Subgrantee must abide by all applicable federal and state rules and regulations governing studies of animal subjects at the participating organizations. If the Project contemplates activities involving animal subjects, Subgrantee certifies that Institutional Animal Care and Use Committee (IACUC) approval for this Project is current (within three (3) years of the Effective Date of this Agreement). IACUC approval shall be renewed every three (3) years the Project is active. Any modifications in the Program Plan section of the Proposal must be approved by the IACUC. Subgrantee certifies that its animal subject policies and procedures comply with the US Code Title 7, §§ 2131-2156, inclusive.
- 10A.9 Outstanding Liabilities. Subgrantee represents and warrants to WSARC that Subgrantee does not owe: (1) any delinquent taxes to the State or any political subdivision of the

State; (2) any moneys to the State or a State agency for the administration or enforcement of any environmental laws of the State; or (3) any other moneys to the State, a State agency or a political subdivision of the State that are past due, whether or not the amounts owed are being contested in a court of law.

10A.10 Falsification of Information. Subgrantee represents and warrants to WSARC that Subgrantee has made no false statements to WSARC or any of its agents in the process of obtaining the award of Subgrant Funds. If Subgrantee has knowingly made a false statement to WSARC or any agent of WSARC to obtain the award of Subgrant Funds, Subgrantee shall be required to return all Subgrant Funds immediately pursuant to Ohio Revised Code § 9.66(C)(2) and shall be ineligible for any future economic development assistance from the State, any State agency or a political subdivision pursuant to Ohio Revised Code § 9.66(C)(1). Any person who provides a false statement to secure economic development assistance may be guilty of falsification pursuant to Ohio Revised Code § 2921.13(E)(1), a misdemeanor of the first degree which is punishable by a fine of not more than \$1,000.00 and/or a term of imprisonment of not more than one hundred eighty (180) days.

10A.11 Aborted Fetuses. In accordance with Ohio Revised Code § 2919.14, Subgrant Funds shall not be used for research involving tissue obtained from aborted fetuses.

10A.12 Permissible Expenses. If “travel expenses,” as defined in Ohio Administrative Code Section 126-1-02, are eligible for reimbursement with Subgrant Funds, Subgrantee shall be reimbursed for those permissible travel expenses in amounts in accordance with Ohio Administrative Code Section 126-1-02, as updated from time to time (the “Expense Rule”) and Subgrantee agrees that it shall not be reimbursed and WSARC shall not pay any items that are deemed to be “non-reimbursable travel expenses” under the Expense Rule, whether purchased by the WSARC or Subgrantor or their respective sub-Subgrantees, subcontractors, employees or agents.

ARTICLE 11. CONFLICTS OF INTEREST

Subgrantee certifies that there is in effect an administrative process to identify and resolve financial or other conflicts of interest that may affect or create the appearance of affecting the objectivity of any activity to be conducted with the support of Subgrant Funds provided under this Agreement. Subgrantee will inform WSARC in writing of all conflicting financial or other interests that have been identified and provide for each such conflict a description of how the conflict has been resolved to protect the execution of the Project from bias or the appearance of bias. Subgrantee certifies that its conflict of interest policies and procedures comply with Code of Federal Regulations Title 45, Part 94 and Ohio Revised Code §§ 102.03, 2921.42, 2921.43, and 3345.14.

ARTICLE 12. INDEMNIFICATION AND LIABILITY

12.1 Private Enterprise Indemnification. If Subgrantee is a private enterprise, Subgrantee shall hold harmless WSARC, its agents and their respective employees from any and all

liabilities or claims to the extent caused by or resulting from Subgrantee's performance of the obligations or activities in furtherance of the execution of the Project or any omissions of Subgrantee in its performance of obligations or activities in furtherance of the Project. Subgrantee shall reimburse WSARC, its agents and/or their respective employees for any judgments arising from Subgrantee's actions or inactions, which may be obtained against WSARC, such agents or employees, as the case may be, including, without limitation, judgments for infringement of any patents or copyrights. Subgrantee agrees to reimburse WSARC, its agents and/or their respective employees for all costs incurred by WSARC, such agents or employees in defending any such claims or legal actions if called upon to do so by WSARC or the affected agent or employee.

- 12.2 Public Entities Liability. If Subgrantee is a public entity, Subgrantee shall maintain liability and property insurance to cover actionable legal claims for liability or loss which are the result of injury to or death of any person, damage to property (including property of WSARC) caused by the negligent acts or omissions, or negligent conduct of Subgrantee, to the extent permitted by law, in connection with any activities supported by Subgrant Funds provided pursuant to this Agreement. Furthermore, each party to this Agreement agrees to be liable for the negligent acts or negligent omissions by or through itself, its employees, agents, subcontractors and sub-Subgrantees. Each party further agrees to defend itself and themselves and pay any judgments and costs arising out of such negligent acts or omissions, and nothing in this Agreement shall impute or transfer any such liability from one to the other.
- 12.3 Limitation of Liability. In no event shall either Subgrantee be liable to the other for any punitive, exemplary, special, indirect, incidental or consequential damages (including, but not limited to, lost profits, lost business opportunities, loss of use or equipment down time, and loss of or corruption to data) arising out of or relating to this Agreement, regardless of the legal theory under which such damages are sought, and even if the parties have been advised of the possibility of such damages or loss.

ARTICLE 13. CONFIDENTIALITY

13.1 Ohio has adopted the Uniform Trade Secrets Act, which prohibits the disclosure of information determined to be a "trade secret" as defined in Ohio Revised Code § 1333.61(D). Any information submitted to WSARC shall be considered public information and shall be released if requested unless such information is determined to be a "trade secret." Any information submitted to WSARC which is considered by Subgrantee to be a "trade secret" must be clearly marked as such. Every report, deliverable or other submission containing "trade secret" information must contain a page that lists each page in the submission where trade secret information appears and the number of occurrences of trade secret information on that page, identify each and every occurrence of the information within the submission with an asterisk before and after each line containing the trade secret information and underline the trade secret information itself.

13.2 Subgrantee shall not, directly or indirectly, disclose to any person or firm, association, or other entity for any reason or purpose whatsoever any information developed or obtained under this agreement and/or in the course of executing the Project, without the prior written consent of WSARC.

ARTICLE 14. NOTICES

Any notice or report required or permitted to be given under this Agreement shall be deemed to have been sufficiently given for all purposes if mailed by first class certified or registered mail or sent by commercial delivery to the following addresses of the Parties:

WSARC:

Ryan D. Fendley
Wright State Applied Research Corporation.
280 Joshi Research Center
3640 Colonel Glenn Highway
Dayton, Ohio 45435

Subgrantee:

Ronald D. Wine
Ron Wine Consulting Group LLC
1401 Halstead Circle
Dayton, Ohio 45459

Additionally, notices sent by any other means (i.e. facsimile, overnight delivery, courier, etc.) may be acceptable subject to written confirmation of both the transmission and receipt of the notice.

ARTICLE 15. CONDITIONS OR CIRCUMSTANCES CONSTITUTING DEFAULT

15.1 Disposition or Relocation. If during the Term of the Agreement Subgrantee (a) sells or otherwise transfers ownership of its business or assets, whether such transfer is effected by merger, sale of all or substantially all of its assets or operations, or any other transaction which results in a change of control of Subgrantee or the execution of the Project activities, (b) sells or otherwise transfers any operations or assets necessary for Subgrantee to continue the execution of the Project, or (c) relocates outside the State all or substantially all of its assets or operations or any operations or assets necessary for Subgrantee to continue the execution of the Project, Subgrantee shall be in default of this Agreement. Subgrantee shall notify WSARC in writing at least ninety (90) days prior to the date of any sale or other transfer or relocation of its business, operations or assets;

provided, however, that if any such sale, transfer or relocation is to occur within fewer than ninety (90) days prior to the time Subgrantee first becomes aware of such event, Subgrantee shall notify WSARC promptly and, at the request of Grantee, WSARC may, but shall not be required to, waive the 90-day notice requirement.

15.2 Non-Performance and Revised Project.

15.2.1 Non-Performance. Subgrantee shall be in default of this Agreement if Subgrantee fails to perform or otherwise comply with any term or condition of this Agreement, including, without limitation, failure to execute the Project as set forth in Exhibit A or failure to expend any Cost Share Amount as provided in this Agreement, and any such failure continues for more than forty-five (45) days after written notice from WSARC (a "Default Notice"). WSARC's Default Notice shall identify the default in reasonable detail. During the forty-five day (45) cure period, Subgrantee shall incur only those obligations or expenditures pre-approved by WSARC which are necessary to enable Subgrantee to continue its operation and remedy the failures identified in the Default Notice.

15.2.2 Revised Project. If during the forty-five (45) day cure period Subgrantee determines that it will be unable to execute the Project as set forth in Exhibit A and Subgrantee has not then received from WSARC all of the Subgrant Funds, Subgrantee may propose changes to the Project (the "Revised Project"). Any Revised Project must be proposed in writing to WSARC prior to the expiration of the cure period. WSARC, in its sole discretion, may accept or reject the Revised Project. If the Revised Project is accepted by WSARC, the Revised Project shall be deemed to constitute a cure of Grantee's non-performance and the Parties shall execute of a written amendment to this Agreement consistent with the terms and conditions WSARC's acceptance of the Revised Project. Thereafter, the award of Subgrant Funds pursuant to this Agreement shall be deemed to have been made for completion of the Revised Project. If the Revised Project is rejected by WSARC and Subgrantee has not otherwise cured its defaults, then this Agreement shall be terminated as set forth in Article 7.

15.3 Remedies. Following a default by Subgrantee of this Agreement, WSARC may terminate this Agreement and take the actions associated with termination as further described in Article 7. In addition, WSARC may exercise such other remedies as may be available to WSARC under this Agreement or that may exist now or hereafter at law, in equity or by statute. No remedy is intended to be exclusive of any other available remedy, but each and every such remedy shall be cumulative.

ARTICLE 16. MISCELLANEOUS

16.1 Entire Agreement. This Agreement constitutes the entire agreement and understanding of the Parties with respect to its subject matter. No prior verbal agreement, conversation, understanding or representation between any officers, agents, or employees of the Parties either before or after the execution of this Agreement shall affect or modify any of the terms or conditions of this Agreement.

- 16.2 Severability. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions of this Agreement.
- 16.3 Assignment. This Agreement shall not be assigned by either party without the prior written consent of the other party. Any assignment not made in accordance with this Section shall be void.
- 16.4 Equal Employment Opportunity. In performing this Agreement, Subgrantee shall not discriminate against any employee, applicant for employment or other person because of race, religion, color, sex, national origin, disability, age or ancestry. Subgrantee will take affirmative action to ensure that applicants are employed and that employees are treated during their employment without regard to race, religion, color, sex, national origin, disability, age, or ancestry. Subgrantee shall incorporate the requirements of this paragraph in all of its contracts for any of the work or activities undertaken as part of the Project (other than subcontracts for standard commercial supplies or raw materials), and will require all of its subcontractors and sub-Subgrantees for any part of such work to incorporate such requirements in all of its subcontracts.
- 16.6 Headings. The article and section headings are provided for convenience of reference only and are not to be used in construing this Agreement.
- 16.7 Forbearance Not a Waiver. No act of forbearance or failure to insist on the prompt performance by either party of its obligations under this Agreement, either express or implied, shall be construed as a waiver by the other party of any of its rights hereunder.
- 16.8 Survival. Any provision of this Agreement or any documents delivered pursuant to this Agreement which by their nature are intended to survive the expiration or other termination of this Agreement, including, without limitation, any indemnification obligation, shall so survive and shall benefit the respective successors and permitted assigns of the Parties.
- 16.9 Pronouns. The use of any gender pronoun shall be deemed to include the other gender, and the use of any singular noun or verb shall be deemed to include the plural, and vice versa, whenever the context so requires.
- 16.10 Conflicting Provisions. This Agreement and all of the exhibits, schedules, and documents attached hereto are intended to be read and construed in harmony with each other, but in the event any provision in any attachment conflicts with any provision of this Agreement, then this Agreement shall be deemed to control, and such conflicting provision to the extent it conflicts shall be deemed removed and replaced with the governing provision herein.

- 16.11 Disputes. Any controversy, claim or dispute (“Dispute”) arising out of or relating to this Agreement shall be resolved by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association then in effect. Before commencing any such arbitration, the parties agree to enter into negotiations to resolve the Dispute. If the parties are unable to resolve the Dispute by good faith negotiation, either party may refer the matter to arbitration. The arbitration shall take place in the Montgomery County, State of Ohio. The arbitrator(s) shall be bound to follow the provisions of this Agreement in resolving the dispute, and may not award any damages, which are excluded by this Agreement. The decision of the arbitrator(s) shall be final and binding on the parties, and any award of the arbitrator(s) may be entered or enforced in any court of competent jurisdiction. Any request for arbitration of a claim by either party against the other relating to this Agreement must be filed no later than one year after the date on which Subgrantee concludes performance under this Agreement.
- 16.12 Force Majeure. Neither party shall be liable for any failure of or delay in performance of its obligations (except for payment obligations) under this Agreement to the extent such failure or delay is due to acts of God, acts of a public enemy, fires, floods, power outages, wars, civil disturbances, epidemics, pandemics, sabotage, terrorism, accidents, insurrections, blockades, embargoes, storms, explosions, labor disputes (whether or not the employees' demands are reasonable and/or within the party's power to satisfy), failure of common carriers, Internet Service Providers, or other communication devices, acts of cyber criminals, terrorists or other criminals, acts of any governmental body (whether civil or military, foreign or domestic), failure or delay of third parties or governmental bodies from whom a party is obtaining or must obtain approvals, authorizations, licenses, franchises or permits, inability to obtain labor, materials, power, equipment, or transportation, or other circumstances beyond its reasonable control (collectively referred to herein as "Force Majeure Occurrences"). Any such delays shall not be a breach of or failure to perform this Agreement or any part thereof and the date on which the obligations hereunder are due to be fulfilled shall be extended for a period equal to the time lost as a result of such delays. Neither party shall be liable to the other for any liability claims, damages or other loss caused by or resulting from a Force Majeure Occurrence.
- 16.13 Relationship of Parties. The Subgrantee is an independent contractor in all respects with regard to this Agreement. Nothing contained in this Agreement shall be deemed or construed to create a partnership, joint venture, agency, or other relationship other than that of contractor and customer.

ARTICLE 17. SPECIAL CONDITIONS

There are no Special Conditions to this Agreement.

EXHIBIT A

A. THE PROJECT

Provide support services as directed to organize, align and execute existing workforce development programs and STEM related educational activities for the formation and growth of the Aerospace Professional Development Center. Work with AFRL, aerospace industry, Dayton Regional STEM School, WSU and other Ohio institutions of higher learning to acquire matching funds, technical support and organizational participation in the APDC.

Identify industry donors and contributors to the APDC. Work to bring in participation of industry into internship, co-op and work study programs of the APDC. Work with AFRL to provide access to facilities and participation in science competitions, internship opportunities and workforce development initiatives.

Organize meetings with government, university and industry leadership as directed to strategically align research opportunities in human performance and other related disciplines to new job development, technology transition and workforce assets in the Dayton Region and State of Ohio. Proactively engage industry and academic partners in Ohio to develop research and human capital assets that will result in job growth and placement for aerospace related graduates in Ohio.

Communicate with local, state, academic and industry stakeholders on a regular basis to grow participation in the Alliance for Human Effectiveness and related initiatives led by WSU/WSRI. Organize strategy sessions on research projects, workforce development efforts and technology commercialization opportunities with state and federal agencies to attract more research funding and co-investment in aerospace economic development to Ohio.

Provide staff support as needed to organize meetings, develop proposals, develop communications/marketing materials, organize conferences and advise leaders and members on strategy, direction, financing, new business development and participation to:

- [1] strengthen regional job training, [2] equip Ohio's workforce with needed skills, and [3] strengthen the research and educational linkages among Department of Defense facilities in Ohio, institutions of higher education in Ohio, and available industry jobs in Ohio. Assist in acquiring matching funds from private industry partners or the Department of

Defense in the aggregate amount of \$2,500,000 over the FY 2012 - FY 2013 biennium.

B. PROJECT BUDGET

Consulting Services applicable to The Project for the Defense Aerospace Graduate Studies Institute will be billed by Subgrantee at an hourly rate of \$250. Initial estimate of hours to be worked per month under this agreement is 60.

Agreement: 12-1034
Modification: 0001

SUBGRANT AGREEMENT 12-1034
BETWEEN
THE WRIGHT STATE APPLIED RESEARCH CORPORATION AND
RON WINE CONSULTING GROUP, LLC

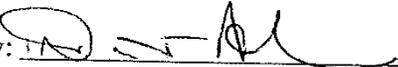
MODIFICATION 0001

SIGNATURE PAGE

This MODIFICATION is to the AGREEMENT entered into on October 1, 2012 between the Wright State Applied Research Corporation, 4035 Colonel Glenn Highway, Beavercreek, Ohio ("WSARC") and Ron Wine Consulting Group, 1401 Halstead Circle, Dayton, Ohio 45459 (hereinafter called "Subgrantee"), issued in support of programs administered by the Defense Aerospace Graduate Studies Institute funded by the Board of Regents of the State of Ohio. This AGREEMENT consists of this Signature Page and the Schedule.

The parties to the original AGREEMENT hereby execute this MODIFICATION as of the last date entered below.

**WRIGHT STATE APPLIED
RESEARCH CORPORATION**

By: 

Dennis J. Andersh
Chief Executive Officer

Date: March 27, 2015

RWCG

By: 

Ronald D. Wine
President

Date:

Agreement: 12-1034

Modification: 0001

SCHEDULE

The parties to the AGREEMENT agree to the MODIFICATION as follows.

ARTICLE 1. PERIOD OF PERFORMANCE

The Period of Performance of the AGREEMENT is retroactively extended from December 31, 2013 to April 30, 2015 unless extended in writing by mutual agreement of the parties. Subgrantee is not obligated to continue work or to provide services after the expiration date, and the WSARC is not obligated to compensate Subgrantee for expenses incurred or commitments made after the expiration date.

Agreement NO.:

**SUBGRANT AGREEMENT
BETWEEN
THE WRIGHT STATE APPLIED RESEARCH CORPORATION AND
RON WINE CONSULTING GROUP, LLC**

SIGNATURE PAGE

This AGREEMENT is entered into between the Wright State Applied Research Corporation, 280 Joshi Research Center, 3640 Colonel Glenn Highway, Dayton, Ohio 45435 ("WSARC") and Ron Wine Consulting Group, 1401 Halstead Circle, Dayton, Ohio 45459 (hereinafter called "Subgrantee"), issued in support of programs administered by the Defense Aerospace Graduate Studies Institute funded by the Board of Regents of the State of Ohio. This AGREEMENT consists of this Signature Page, the Schedule, and the following Exhibits.

A. Statement of the Project and Project Budget

The parties to this AGREEMENT hereby execute this AGREEMENT as of the last date entered below.

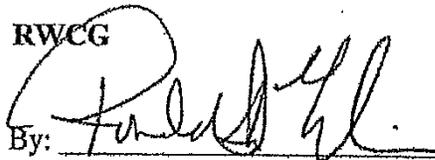
**WRIGHT STATE APPLIED
RESEARCH CORPORATION**

By: 

Ryan D. Fendley
Chief Executive Officer

Date: October 1, 2012

RWCG

By: 

Ronald D. Wine
President

Date: October 7, 2012

SCHEDULE

The parties to this Agreement agree as follows.

ARTICLE 1. PERIOD OF PERFORMANCE

Agreement No.:

**SUBGRANT AGREEMENT
BETWEEN
THE WRIGHT STATE APPLIED RESEARCH CORPORATION AND
RON WINE CONSULTING GROUP, LLC**

SIGNATURE PAGE

This AGREEMENT is entered into between the Wright State Applied Research Corporation, 280 Joshi Research Center, 3640 Colonel Glenn Highway, Dayton, Ohio 45435 ("WSARC") and Ron Wine Consulting Group, 1401 Halstead Circle, Dayton, Ohio 45459 (hereinafter called "Subgrantee"), issued in support of programs administered by the Defense Aerospace Graduate Studies Institute funded by the Board of Regents of the State of Ohio. This AGREEMENT consists of this Signature Page, the Schedule, and the following Exhibits.

A. Statement of the Project and Project Budget

The parties to this AGREEMENT hereby execute this AGREEMENT as of the last date entered below.

**WRIGHT STATE APPLIED
RESEARCH CORPORATION**

RWCG

By: _____

By: _____

Ryan D. Fendley
Chief Executive Officer

Ronald D. Wine
President

Date: October 1, 2012

Date: October 7, 2012

SCHEDULE

The parties to this Agreement agree as follows.

ARTICLE 1. PERIOD OF PERFORMANCE

This Agreement is effective October 1, 2012 and expires December 31, 2013 unless extended in writing by mutual agreement of the parties. Subgrantee is not obligated to continue work or to provide services after the expiration date, and the WSARC is not obligated to compensate Subgrantee for expenses incurred or commitments made after the expiration date.

ARTICLE 2. COST

The total estimated time and materials price for labor expended and costs and expenses incurred for the performance of this Agreement is \$400,000 (the "Subgrant Funds"). Subgrantee agrees to use good faith efforts to perform the work specified in, and fulfill all obligations under, this Agreement in accordance with the Project and estimated budget price, attached to Agreement as Exhibit A (the "Project" and "Project Budget").

The funds provided under this Agreement are only for the costs set forth in the Project Budget section of Exhibit A. Travel, if any, is subject to Article 10A.12, below, must be approved in advance by WSARC, and the costs of such will be added to funds available for costs specified in the Project Budget. Any travel must be in accordance with the Travel Policy of the State of Ohio. Any reimbursement of travel expenses made by WSARC shall be subject to the travel reimbursement rates, limitations, restrictions, and exclusions imposed by Ohio Administrative Code 126-1-02 and any other rules imposed by the Ohio Office of Budget and Management, as such rules may be amended from time to time.

ARTICLE 3. INCREMENTAL FUNDING AND LIMITATION OF OBLIGATION

This Agreement is incrementally funded in the amount of \$250,000. In no event is WSARC obligated to reimburse the Subgrantee for expenditures in excess of the total funds currently allocated to this Agreement. Costs incurred that exceed the funds currently allocated are at the Subgrantee's risk.

ARTICLE 4. PAYMENT OF SUBGRANT FUNDS.

4.1 WSARC shall disburse the Subgrant Funds on a reimbursement basis. Subgrantee shall submit to WSARC for review and approval requests for reimbursement detailing expenditures which have then been incurred by Subgrantee during the previous month in accordance with the Project Budget. WSARC shall provide guidelines for adequate reimbursement support, and Subgrantee will use good faith efforts to comply. WSARC shall be the sole judge of the adequacy of reimbursement requests. All time and materials costs and expenses to be reimbursed with Subgrant Funds shall be supported by contracts, invoices, vouchers, paid receipts and other documentation as appropriate to evidence the time and materials costs and expenses incurred by Subgrantee and its sub-subgrantees and/or subcontractors to perform the work described in Exhibit A. Subgrantee shall submit to WSARC source documentation of such costs and expenses with each reimbursement request.

4.2 Following receipt, review and approval of Subgrantee's monthly invoice, WSARC will submit the invoice to the State of Ohio for reimbursement. Notwithstanding any payment terms to the contrary that may be included in Subgrantee's invoice, WSARC will pay Subgrantee the

amount of its invoice paid by the State within fifteen (15) days of receipt of funds from the State.

4.3 Each Subgrant invoice shall contain one of the following certifications signed by a duly authorized representative:

“The undersigned certifies that, to the best of his/her knowledge and belief, all costs for which reimbursement is requested in this invoice are allocable and allowable under the provisions of OMB Circular A-122, and travel costs for which reimbursement is requested comply with the Travel Policy of the State of Ohio.”

or

“The undersigned certifies that, to the best of his/her knowledge and belief, all costs for which reimbursement is requested in this invoice are allocable and allowable under the provisions of FAR Part 31, and travel costs for which reimbursement is requested comply with the Travel Policy of the State of Ohio.”

ARTICLE 5. SUBGRANT FUNDS NOT EXPENDED.

If the Subgrant Funds are not disbursed within the time period set forth in this Agreement, the award of the Subgrant Funds shall cease and WSARC shall have no further obligation to disburse the Subgrant Funds. WSARC shall also have no obligation to disburse any amount of the Subgrant Funds that exceeds the eligible costs of the Project actually incurred by Subgrantee.

ARTICLE 6. SUBGRANTS

None of the Subgrant funds may be sub-subgranted or subcontracted to another party without prior approval from WSARC. All sub-subgrant or subcontract agreements must be reviewed by WSARC prior to execution. All sub-subgrants and subcontracts must contain, in a form suitably altered to reflect the different parties, Articles 4, 5, 6, 7, 8, 9, 10A, 11 and the portion of Article 2 dealing with travel.

ARTICLE 7. TERMINATION

This Agreement may be terminated prior to the end of the Period of Performance as set forth in this Article.

7.1 Default. WSARC may terminate this Agreement following any default of Subgrantee. Conditions or circumstances constituting default are set forth in Article 15.

7.2 Convenience. WSARC may terminate this Agreement without cause if the State of Ohio fails to fund, stops funding, or retrieves or reclaims previous funding of, the Defense Aerospace Graduate Studies Institute.

- 7.3 Mutual Agreement. WSARC and Subgrantee may agree in writing to terminate this Agreement.
- 7.4 Performance of Termination Agreement. In the event this Agreement is terminated by mutual agreement, Subgrantee shall perform all obligations of Subgrantee as set forth in such agreement.

ARTICLE 8. REPORTING REQUIREMENTS AND PERIODIC REVIEW

Within thirty days of the end of any calendar quarter, Subgrantee shall submit to WSARC all fiscal and programmatic reports as are necessary for WSARC to meet its quarterly reporting requirements to the State, and shall submit such quarterly reports in such form as WSARC may require. The first such report is due February 1, 2013. In addition, concise monthly status reports shall be submitted with each monthly invoice. In addition:

- 8.1 Maintenance of Records. Subgrantee shall establish and maintain for at least three (3) years after the end of the Period of Performance or other termination of this Agreement such records regarding this Agreement, the Subgrant Funds, the Cost Share Amount (if any) as WSARC may require from time to time.
- 8.2 Inspection of Books and Records. At any time during normal business hours and upon not less than twenty-four (24) hours prior written notice, Subgrantee shall make available to WSARC or its agents all books and records regarding this Agreement and/or the execution of the Project which are in the possession or control of Subgrantee. WSARC and its agents may review, audit and make copies of such books and records, with the exception of Subgrantee's proprietary rate information. Subgrantee shall include in its agreements with any subcontractor or sub-subgrantee receiving Subgrant Funds a provision authorizing WSARC and its agents access to and the right to review, audit and copy the books and records of such subcontractor or sub-subgrantee related to its work and/or its receipt of Subgrant Funds. WSARC will undertake any inspection of books and records in such a manner as not to interfere unreasonably with the normal business operations of Subgrantee, its subcontractors or sub-subgrantees, as the context requires.
- 8.3 Site Visits. At any time during normal business hours and upon not less than seventy-two (72) hours prior written notice, Subgrantee shall provide WSARC access to any location or facility at which work or activities related to the execution of the Project are performed. During such site visits, WSARC shall have the right to review and inspect the facilities and to meet with key personnel to review the status of the execution of the Project and compliance with conditions on the award of Subgrant Funds.
- 8.4 Periodic Meetings. From time to time during the Term of the Agreement, Subgrantee shall meet with WSARC on a schedule mutually agreed by the Parties or upon the reasonable request of either Party to discuss progress under the Project. Third parties including, for example, representatives of other State agencies, State grantees and private

entities, may participate in such meetings at the invitation of WSARC. The travel expenses for such meetings will be reimbursed by WSARC if approved in advance.

ARTICLE 8A. INTELLECTUAL PROPERTY

- 8A.1 Intellectual Property. “Intellectual Property” includes patents and inventions, designs, formulas, processes, materials and other patentable matter, whether or not a patent has been issued with respect to such matter; trademarks and service marks, whether or not registered; copyrights and any work of authorship in which a copyright may subsist; technical data, know-how and other information that may be protected as a “trade secret” under the Uniform Trade Secrets Act as adopted in Ohio (Ohio Rev. Code § 1333.61); and applications and registrations for, and claims with respect to, any of the foregoing.
- 8A.2 Rights and Title. As between WSARC and Subgrantee, any right, title and interest in and to any Intellectual Property arising from or attributed to any of the work or activities undertaken as part of the Project shall belong to Subgrantee. WSARC asserts no claim of ownership or license in any of the Intellectual Property. Subgrantee grants to WSARC a royalty-free, paid up, worldwide, perpetual, nonexclusive, non-transferable license to use any Intellectual Property incorporated in any deliverable, solely for WSARC’s use of that deliverable in and for the Project.
- 8A.3 Notification. Subgrantee will promptly notify WSARC of any Intellectual Property arising from or attributed to any of the work or activities undertaken as part of the execution of the Project. Such notification shall be made in a manner so as not to jeopardize the patentability of an invention or compromise the right of Subgrantee to obtain or maintain legal rights in and protection of its ownership interests in the Intellectual Property. Subgrantee shall keep WSARC apprised of all material developments with respect to Grantee’s efforts to obtain patents or other protection of its ownership interests in the Intellectual Property.

ARTICLE 9. PUBLICITY AND PUBLICATION

- 9.1 Use of Name. Neither Party may use the name of the other in any form of advertising or promotion or otherwise without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed.
- 9.2 Contact with Media. Subgrantee shall not distribute written press releases or make verbal comments to the media regarding any aspect of its performance of the Project without WSARC’s prior review and approval.
- 9.3 Permission to Publish. WSARC recognizes that the results of performance of the Project may be publishable and agrees that Subgrantee’s personnel engaged in performance of the work may be permitted to present their work at symposia and national or regional professional meetings and to publish in journals, theses or dissertations, or others publications, the methods and results of the execution of the Project; *provided that* the

person publishing or presenting any work associated with the execution of the Project receives prior approval from WSARC and includes an acknowledgment of the contribution made by WSARC and the State of Ohio.

- 9.4 Disclaimer. Any publication, study or report prepared by Subgrantee or any of its agents, including, without limitation, subcontractors and sub-subgrantees, in connection with the Subgrant made pursuant to this Agreement or using information created or obtained through work or activities using or supported by any Subgrant Funds shall include the following credit and disclaimer statement: "This publication [study or report] was prepared with financial support from the State of Ohio. The content reflects the views of SelectTech Services Corporation and does not purport to reflect the views of the Wright State University, the Wright State Applied Research Corporation or the State of Ohio."

ARTICLE 10. AMENDMENTS AND MODIFICATIONS

- 10.1 Amendments and Modifications. Either Party may at any time during the Term of this Agreement request amendments or modifications to this Agreement. Requests for amendment or modification shall be made in writing and shall specify the requested changes and the justification for such changes. The Parties shall review the request for modification taking into account regulations applicable to the grant program and the status and goals of the Project. If the Parties determine that the Agreement should be so amended, an amendment shall be written, approved, and executed in the same manner as the Agreement.
- 10.2 Project Changes. Without limiting the generality of the foregoing, a written amendment shall be required to affect any of the following changes with respect to the Project:
- (a) Any change in the Project or objectives;
 - (b) Any change in personnel identified in Exhibit A Project Budget;
 - (c) Any absence of personnel identified in Exhibit A, Project Budget from work or activities constituting a part of the execution of the Project for more than thirty (30) days within any 12-month period or a 10% or greater reduction in time of the Exhibit A personnel from work or activities constituting a part of the execution of the Project, regardless of the reason for the absence or reduction in time;
 - (d) One or more alterations to budget line items appearing in Exhibit A, Project Budget that are funded in whole or in part by the Subgrant Funds if the change or series of changes exceeds ten percent (10%) of the total amount of Subgrant Funds on a cumulative basis or if the alteration conflicts with any other terms or conditions of this Agreement;
 - (e) Transfer of any portion of the Subgrant Funds into a line item not previously funded in whole or part with Subgrant Funds or creating a new line item to be funded in whole or in part with Subgrant Funds;
 - (f) Additional time/no cost extensions or other significant delays in completion of the Project;

- (g) Conducting, displacing, transferring, or subcontracting any of the work under Exhibit A, Project outside the State; and
- (h) Substituting or adding any subcontractor, collaborator or sub-subgrantee not identified or budgeted in Exhibit A or removing any subcontractor, collaborator or sub-subgrantee identified or budgeted in Exhibit A; *provided, however*, that Subgrantee may restrict the access of any subcontractor, collaborator or sub-subgrantee (including any of its respective agents and employees) to the work or other activities constituting the Project pending WSARC's consent to removal if Subgrantee has reason to believe continuing access by such individual or entity will be detrimental to the execution of the Project.

WSARC reserves the right to reject any request for a change to the Project.

ARTICLE 10A. COMPLIANCE WITH LAW

10A.1 Compliance with Federal, State and Local Laws. Subgrantee shall comply with all applicable federal, state and local laws in the conduct of the work supported by Subgrant Funds. Neither Subgrantee nor any of its employees are or shall be deemed to be employees of WSARC for any purpose including, without limitation, application of the Fair Labor Standards Act minimum wage and overtime payment provisions, the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, any state or local revenue or tax laws, state workers' compensation laws and state unemployment insurance laws. Subgrantee accepts full responsibility for payment of all taxes including, without limitation, unemployment compensation insurance premiums, all income tax deductions, Social Security deductions, and any and all other taxes or payroll deductions required for all employees engaged by Subgrantee in the performance of the work supported by Subgrant Funds.

10A.2 Prevailing Wage. In accordance with Chapter 4115 of the Ohio Revised Code, construction projects involving moneys allocated under this Agreement may require the recipient of the funds to pay prevailing wage rates for workers involved in any construction activity on the project. It shall be the responsibility of Subgrantee to comply with all applicable prevailing wage requirements, if any. The Ohio Department of Commerce, Division of Labor and Worker Safety, Bureau of Wage and Hour, will make all determinations regarding the requirements of paying prevailing wages. If the Bureau of Wage and Hour determines that prevailing wage rates are to be paid, then pursuant to Ohio Revised Code § 4115.032, the Ohio Department of Development shall designate a Prevailing Wage Coordinator who shall be vested with all the powers, duties, and responsibilities required by law of a Wage Coordinator.

10A.3 Ethics Laws. In accordance with Executive Order 2007-01S, Grantee, by its signature on this document, certifies: (1) it has reviewed and understands Executive Order 2007-01S, (2) has reviewed and understands the Ohio ethics and conflict of interest laws including, without limitation, Ohio Revised Code §§ 102.01 *et seq.*, §§ 2921.01, 2921.42, 2921.421 and 2921.43, and §§ 3517.13(I) and (J), and (3) to the extent applicable, will

comply with those laws and the order, as any of them may be amended or supplemented from time to time. Subgrantee understands that failure to comply with the applicable provisions in Executive Order 2007-01S is, in itself, grounds for termination of this Agreement and the grant of funds made pursuant to this Agreement and may result in the loss of other contracts or grants with the State.

- 10A.4 Workplace Environment. Subgrantee shall comply with all applicable federal, state, and local laws regarding smoke-free and drug-free workplaces and shall make a good faith effort to ensure that any of its employees or permitted subcontractors engaged in the work being performed in connection with the execution of the Project do not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.
- 10A.5 Governing Law. The validity and interpretation of this Agreement and the legal relationship of Subgrantee and WSARC shall be governed by the laws of the State of Ohio. All actions regarding this Agreement shall be brought in a court of competent subject matter jurisdiction in Montgomery County, Ohio, and Subgrantee agrees that venue in such court is proper.
- 10A.6 Declaration Regarding Material Assistance/Non-assistance to a Terrorist Organization. If applicable, Subgrantee must comply with Ohio Revised Code § 2909.33 by providing WSARC a completed certification attesting that Subgrantee does not provide material assistance to any organization on the U.S. Department of State exclusion list.
- 10A.7 Human Subjects. In all cases in which activities involving human subjects are planned in connection with the execution of the Project, Subgrantee must abide by all applicable federal and state rules and regulations governing studies of human subjects at the participating organizations. If the Project contemplates activities involving human subjects, Subgrantee certifies that Institutional Review Board (IRB) approval for this Project is current (within one (1) year of the Effective Date of this Agreement). IRB approval shall be renewed each year the Project is active. Any modifications in the Program Plan section of the Proposal must be approved by the IRB. Subgrantee certifies that its human subject policies and procedures comply with the Code of Federal Regulations, Title 45, Part 46.
- 10A.8 Animal Subjects. In all cases in which activities involving animal subjects are planned, Subgrantee must abide by all applicable federal and state rules and regulations governing studies of animal subjects at the participating organizations. If the Project contemplates activities involving animal subjects, Subgrantee certifies that Institutional Animal Care and Use Committee (IACUC) approval for this Project is current (within three (3) years of the Effective Date of this Agreement). IACUC approval shall be renewed every three (3) years the Project is active. Any modifications in the Program Plan section of the Proposal must be approved by the IACUC. Subgrantee certifies that its animal subject policies and procedures comply with the US Code Title 7, §§ 2131-2156, inclusive.
- 10A.9 Outstanding Liabilities. Subgrantee represents and warrants to WSARC that Subgrantee does not owe: (1) any delinquent taxes to the State or any political subdivision of the

State; (2) any moneys to the State or a State agency for the administration or enforcement of any environmental laws of the State; or (3) any other moneys to the State, a State agency or a political subdivision of the State that are past due, whether or not the amounts owed are being contested in a court of law.

10A.10 Falsification of Information. Subgrantee represents and warrants to WSARC that Subgrantee has made no false statements to WSARC or any of its agents in the process of obtaining the award of Subgrant Funds. If Subgrantee has knowingly made a false statement to WSARC or any agent of WSARC to obtain the award of Subgrant Funds, Subgrantee shall be required to return all Subgrant Funds immediately pursuant to Ohio Revised Code § 9.66(C)(2) and shall be ineligible for any future economic development assistance from the State, any State agency or a political subdivision pursuant to Ohio Revised Code § 9.66(C)(1). Any person who provides a false statement to secure economic development assistance may be guilty of falsification pursuant to Ohio Revised Code § 2921.13(E)(1), a misdemeanor of the first degree which is punishable by a fine of not more than \$1,000.00 and/or a term of imprisonment of not more than one hundred eighty (180) days.

10A.11 Aborted Fetuses. In accordance with Ohio Revised Code § 2919.14, Subgrant Funds shall not be used for research involving tissue obtained from aborted fetuses.

10A.12 Permissible Expenses. If “travel expenses,” as defined in Ohio Administrative Code Section 126-1-02, are eligible for reimbursement with Subgrant Funds, Subgrantee shall be reimbursed for those permissible travel expenses in amounts in accordance with Ohio Administrative Code Section 126-1-02, as updated from time to time (the “Expense Rule”) and Subgrantee agrees that it shall not be reimbursed and WSARC shall not pay any items that are deemed to be “non-reimbursable travel expenses” under the Expense Rule, whether purchased by the WSARC or Subgrantor or their respective sub-Subgrantees, subcontractors, employees or agents.

ARTICLE 11. CONFLICTS OF INTEREST

Subgrantee certifies that there is in effect an administrative process to identify and resolve financial or other conflicts of interest that may affect or create the appearance of affecting the objectivity of any activity to be conducted with the support of Subgrant Funds provided under this Agreement. Subgrantee will inform WSARC in writing of all conflicting financial or other interests that have been identified and provide for each such conflict a description of how the conflict has been resolved to protect the execution of the Project from bias or the appearance of bias. Subgrantee certifies that its conflict of interest policies and procedures comply with Code of Federal Regulations Title 45, Part 94 and Ohio Revised Code §§ 102.03, 2921.42, 2921.43, and 3345.14.

ARTICLE 12. INDEMNIFICATION AND LIABILITY

12.1 Private Enterprise Indemnification. If Subgrantee is a private enterprise, Subgrantee shall hold harmless WSARC, its agents and their respective employees from any and all

liabilities or claims to the extent caused by or resulting from Subgrantee's performance of the obligations or activities in furtherance of the execution of the Project or any omissions of Subgrantee in its performance of obligations or activities in furtherance of the Project. Subgrantee shall reimburse WSARC, its agents and/or their respective employees for any judgments arising from Subgrantee's actions or inactions, which may be obtained against WSARC, such agents or employees, as the case may be, including, without limitation, judgments for infringement of any patents or copyrights. Subgrantee agrees to reimburse WSARC, its agents and/or their respective employees for all costs incurred by WSARC, such agents or employees in defending any such claims or legal actions if called upon to do so by WSARC or the affected agent or employee.

- 12.2 Public Entities Liability. If Subgrantee is a public entity, Subgrantee shall maintain liability and property insurance to cover actionable legal claims for liability or loss which are the result of injury to or death of any person, damage to property (including property of WSARC) caused by the negligent acts or omissions, or negligent conduct of Subgrantee, to the extent permitted by law, in connection with any activities supported by Subgrant Funds provided pursuant to this Agreement. Furthermore, each party to this Agreement agrees to be liable for the negligent acts or negligent omissions by or through itself, its employees, agents, subcontractors and sub-Subgrantees. Each party further agrees to defend itself and themselves and pay any judgments and costs arising out of such negligent acts or omissions, and nothing in this Agreement shall impute or transfer any such liability from one to the other.
- 12.3 Limitation of Liability. In no event shall either Subgrantee be liable to the other for any punitive, exemplary, special, indirect, incidental or consequential damages (including, but not limited to, lost profits, lost business opportunities, loss of use or equipment down time, and loss of or corruption to data) arising out of or relating to this Agreement, regardless of the legal theory under which such damages are sought, and even if the parties have been advised of the possibility of such damages or loss.

ARTICLE 13. CONFIDENTIALITY

13.1 Ohio has adopted the Uniform Trade Secrets Act, which prohibits the disclosure of information determined to be a "trade secret" as defined in Ohio Revised Code § 1333.61(D). Any information submitted to WSARC shall be considered public information and shall be released if requested unless such information is determined to be a "trade secret." Any information submitted to WSARC which is considered by Subgrantee to be a "trade secret" must be clearly marked as such. Every report, deliverable or other submission containing "trade secret" information must contain a page that lists each page in the submission where trade secret information appears and the number of occurrences of trade secret information on that page, identify each and every occurrence of the information within the submission with an asterisk before and after each line containing the trade secret information and underline the trade secret information itself.

13.2 Subgrantee shall not, directly or indirectly, disclose to any person or firm, association, or other entity for any reason or purpose whatsoever any information developed or obtained under this agreement and/or in the course of executing the Project, without the prior written consent of WSARC.

ARTICLE 14. NOTICES

Any notice or report required or permitted to be given under this Agreement shall be deemed to have been sufficiently given for all purposes if mailed by first class certified or registered mail or sent by commercial delivery to the following addresses of the Parties:

WSARC:

Ryan D. Fendley
Wright State Applied Research Corporation.
280 Joshi Research Center
3640 Colonel Glenn Highway
Dayton, Ohio 45435

Subgrantee:

Ronald D. Wine
Ron Wine Consulting Group LLC
1401 Halstead Circle
Dayton, Ohio 45459

Additionally, notices sent by any other means (i.e. facsimile, overnight delivery, courier, etc.) may be acceptable subject to written confirmation of both the transmission and receipt of the notice.

ARTICLE 15. CONDITIONS OR CIRCUMSTANCES CONSTITUTING DEFAULT

15.1 Disposition or Relocation. If during the Term of the Agreement Subgrantee (a) sells or otherwise transfers ownership of its business or assets, whether such transfer is effected by merger, sale of all or substantially all of its assets or operations, or any other transaction which results in a change of control of Subgrantee or the execution of the Project activities, (b) sells or otherwise transfers any operations or assets necessary for Subgrantee to continue the execution of the Project, or (c) relocates outside the State all or substantially all of its assets or operations or any operations or assets necessary for Subgrantee to continue the execution of the Project, Subgrantee shall be in default of this Agreement. Subgrantee shall notify WSARC in writing at least ninety (90) days prior to the date of any sale or other transfer or relocation of its business, operations or assets;

provided, however, that if any such sale, transfer or relocation is to occur within fewer than ninety (90) days prior to the time Subgrantee first becomes aware of such event, Subgrantee shall notify WSARC promptly and, at the request of Grantee, WSARC may, but shall not be required to, waive the 90-day notice requirement.

15.2 Non-Performance and Revised Project.

15.2.1 Non-Performance. Subgrantee shall be in default of this Agreement if Subgrantee fails to perform or otherwise comply with any term or condition of this Agreement, including, without limitation, failure to execute the Project as set forth in Exhibit A or failure to expend any Cost Share Amount as provided in this Agreement, and any such failure continues for more than forty-five (45) days after written notice from WSARC (a "Default Notice"). WSARC's Default Notice shall identify the default in reasonable detail. During the forty-five day (45) cure period, Subgrantee shall incur only those obligations or expenditures pre-approved by WSARC which are necessary to enable Subgrantee to continue its operation and remedy the failures identified in the Default Notice.

15.2.2 Revised Project. If during the forty-five (45) day cure period Subgrantee determines that it will be unable to execute the Project as set forth in Exhibit A and Subgrantee has not then received from WSARC all of the Subgrant Funds, Subgrantee may propose changes to the Project (the "Revised Project"). Any Revised Project must be proposed in writing to WSARC prior to the expiration of the cure period. WSARC, in its sole discretion, may accept or reject the Revised Project. If the Revised Project is accepted by WSARC, the Revised Project shall be deemed to constitute a cure of Grantee's non-performance and the Parties shall execute of a written amendment to this Agreement consistent with the terms and conditions WSARC's acceptance of the Revised Project. Thereafter, the award of Subgrant Funds pursuant to this Agreement shall be deemed to have been made for completion of the Revised Project. If the Revised Project is rejected by WSARC and Subgrantee has not otherwise cured its defaults, then this Agreement shall be terminated as set forth in Article 7.

15.3 Remedies. Following a default by Subgrantee of this Agreement, WSARC may terminate this Agreement and take the actions associated with termination as further described in Article 7. In addition, WSARC may exercise such other remedies as may be available to WSARC under this Agreement or that may exist now or hereafter at law, in equity or by statute. No remedy is intended to be exclusive of any other available remedy, but each and every such remedy shall be cumulative.

ARTICLE 16. MISCELLANEOUS

16.1 Entire Agreement. This Agreement constitutes the entire agreement and understanding of the Parties with respect to its subject matter. No prior verbal agreement, conversation, understanding or representation between any officers, agents, or employees of the Parties either before or after the execution of this Agreement shall affect or modify any of the terms or conditions of this Agreement.

- 16.2 Severability. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions of this Agreement.
- 16.3 Assignment. This Agreement shall not be assigned by either party without the prior written consent of the other party. Any assignment not made in accordance with this Section shall be void.
- 16.4 Equal Employment Opportunity. In performing this Agreement, Subgrantee shall not discriminate against any employee, applicant for employment or other person because of race, religion, color, sex, national origin, disability, age or ancestry. Subgrantee will take affirmative action to ensure that applicants are employed and that employees are treated during their employment without regard to race, religion, color, sex, national origin, disability, age, or ancestry. Subgrantee shall incorporate the requirements of this paragraph in all of its contracts for any of the work or activities undertaken as part of the Project (other than subcontracts for standard commercial supplies or raw materials), and will require all of its subcontractors and sub-Subgrantees for any part of such work to incorporate such requirements in all of its subcontracts.
- 16.6 Headings. The article and section headings are provided for convenience of reference only and are not to be used in construing this Agreement.
- 16.7 Forbearance Not a Waiver. No act of forbearance or failure to insist on the prompt performance by either party of its obligations under this Agreement, either express or implied, shall be construed as a waiver by the other party of any of its rights hereunder.
- 16.8 Survival. Any provision of this Agreement or any documents delivered pursuant to this Agreement which by their nature are intended to survive the expiration or other termination of this Agreement, including, without limitation, any indemnification obligation, shall so survive and shall benefit the respective successors and permitted assigns of the Parties.
- 16.9 Pronouns. The use of any gender pronoun shall be deemed to include the other gender, and the use of any singular noun or verb shall be deemed to include the plural, and vice versa, whenever the context so requires.
- 16.10 Conflicting Provisions. This Agreement and all of the exhibits, schedules, and documents attached hereto are intended to be read and construed in harmony with each other, but in the event any provision in any attachment conflicts with any provision of this Agreement, then this Agreement shall be deemed to control, and such conflicting provision to the extent it conflicts shall be deemed removed and replaced with the governing provision herein.

- 16.11 Disputes. Any controversy, claim or dispute (“Dispute”) arising out of or relating to this Agreement shall be resolved by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association then in effect. Before commencing any such arbitration, the parties agree to enter into negotiations to resolve the Dispute. If the parties are unable to resolve the Dispute by good faith negotiation, either party may refer the matter to arbitration. The arbitration shall take place in the Montgomery County, State of Ohio. The arbitrator(s) shall be bound to follow the provisions of this Agreement in resolving the dispute, and may not award any damages, which are excluded by this Agreement. The decision of the arbitrator(s) shall be final and binding on the parties, and any award of the arbitrator(s) may be entered or enforced in any court of competent jurisdiction. Any request for arbitration of a claim by either party against the other relating to this Agreement must be filed no later than one year after the date on which Subgrantee concludes performance under this Agreement.
- 16.12 Force Majeure. Neither party shall be liable for any failure of or delay in performance of its obligations (except for payment obligations) under this Agreement to the extent such failure or delay is due to acts of God, acts of a public enemy, fires, floods, power outages, wars, civil disturbances, epidemics, pandemics, sabotage, terrorism, accidents, insurrections, blockades, embargoes, storms, explosions, labor disputes (whether or not the employees' demands are reasonable and/or within the party's power to satisfy), failure of common carriers, Internet Service Providers, or other communication devices, acts of cyber criminals, terrorists or other criminals, acts of any governmental body (whether civil or military, foreign or domestic), failure or delay of third parties or governmental bodies from whom a party is obtaining or must obtain approvals, authorizations, licenses, franchises or permits, inability to obtain labor, materials, power, equipment, or transportation, or other circumstances beyond its reasonable control (collectively referred to herein as "Force Majeure Occurrences"). Any such delays shall not be a breach of or failure to perform this Agreement or any part thereof and the date on which the obligations hereunder are due to be fulfilled shall be extended for a period equal to the time lost as a result of such delays. Neither party shall be liable to the other for any liability claims, damages or other loss caused by or resulting from a Force Majeure Occurrence.
- 16.13 Relationship of Parties. The Subgrantee is an independent contractor in all respects with regard to this Agreement. Nothing contained in this Agreement shall be deemed or construed to create a partnership, joint venture, agency, or other relationship other than that of contractor and customer.

ARTICLE 17. SPECIAL CONDITIONS

There are no Special Conditions to this Agreement.

EXHIBIT A

A. THE PROJECT

B. PROJECT BUDGET

Consulting Services applicable to The Project for the Defense Aerospace Graduate Studies Institute will be billed by Subgrantee at an hourly rate of \$250. Estimated hours worked per month for this agreement is 60.

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CONSULTING SERVICES AGREEMENT

This consulting services agreement ("Agreement") is retroactively effective May 1, 2015 by and between the Wright State Applied Research Corporation ("WSARC"), an Ohio 501c3 corporation with offices at 4035 Colonel Glenn Highway, Suite 200, Beavercreek, Ohio 45431 and Ron Wine Consulting Group LLC, 1401 Halstead Circle, Dayton Ohio 45459 under the following circumstances:

1. Consultant is in the business of providing business consulting services ("Services");
 - a. Client desires to hire Consultant to provide Services as described in Exhibit A of this Agreement to advance the Client's interests.
 - b. Consultant desires to provide the Services all in accordance with the terms and conditions contained in this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and promises in this Agreement, Consultant and Client agree as follows:

1. **Scope of Services and Responsibilities.** Client hereby engages Consultant to provide the Services and Consultant hereby agrees to perform the Services as described in Exhibit A. In performing the Services, Consultant shall devote such time, skill and experience, as Consultant deems necessary to perform the Services.
2. **Compensation.** Client agrees to pay Consultant for Consultant's performance of the Services per the fees and expenses as set forth in Exhibit A to this Agreement and at such times as also set forth in this Exhibit.
3. **Conflict Disclosure.** If, at any time during the term of this Agreement, Consultant's representation of the Client becomes inconsistent with Consultant's representation of any other client or creates a conflict of interest such that Consultant determines that its ability to perform the Services is or could be compromised (a "Conflict"), then
 - a. Consultant will provide written notice to the Client disclosing such Conflict (the "Disclosure Notice"),
 - b. Based on the Disclosure Notice, Client may waive the Conflict or terminate this Agreement upon 30 days written notice to Consultant, unless Consultant indicates immediate termination of the agreement in the Disclosure Notice, and
 - c. In the event this Agreement is terminated as a result of a Conflict, Consultant shall make a good faith effort to assist Client in transitioning the Services provided by Consultant to Client or to a third party.

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4. **Term and Termination.** This Agreement shall commence on the Effective Date and shall continue for the terms stipulated in Schedule 1 or until terminated as set forth below.
 - a. **Notice Termination.** Either party may terminate this Agreement, for any reason or no reason, upon 30 days' prior written notice to the other party.
 - b. **Failure to Pay.** Consultant may terminate this Agreement upon Client's failure to pay the Compensation on a timely basis.
 - c. **Conflict.** Consultant may terminate this Agreement immediately if Consultant determines there is a Conflict per 3 (B) above.
5. **Confidentiality, Proprietary and/or Confidential Information.** Consultant will perform all Services subject to the terms and conditions of the signed Non Disclosure Agreement included as Exhibit B to this Agreement.
6. **Independent Contractor.** The relationship between Consultant and Client is that of an independent contractor. This Agreement shall not be deemed to create a partnership, joint venture, or other relationship between the parties, nor shall this Agreement give either party the right or authorization to incur any liability whatsoever on behalf of the other party.
7. **Legislative Agent.** Consultant shall engage in no activity which would trigger or create an obligation to register as a Legislative Agent working on behalf of the Client in accordance with relevant sections of the Ohio Revised Code, including 101.70-79, 101.9, 121.60-69, 101-11.01 and 101.90-99 or the federal Lobbying Disclosure Act of 1995, as amended. Consultant shall engage in no activity which would render the fees paid under this Agreement as unallowable costs by operation of Federal Acquisition Regulation 31.205-22 or OMB Circular A-122, Attachment B, section 25, or any other federal or state law or regulation barring the recovery of costs incurred for lobbying or political activities.
8. **Publications.** Consultant agrees to obtain permission from WSARC prior to submitting works for publication. The Consultant agrees that a draft of any proposed publication will be provided to the WSARC CEO at least forty-five (45) days in advance of any submission for publication or other disclosure.
9. **Inventions and Patents.**
 - a. Any inventions and patents resulting therefrom, software, or copyrights, other than copyrights to written scholarly works that are the property of the authors, in work made during the course of performance of Statement of Work and any other information generated by performance of the Statement of Work shall be the property of WSARC.
 - b. "Background Intellectual Property" means Intellectual Property and the legal right therein of either or both parties developed before or independent of this Agreement including inventions, patent applications, patents, copyrights, trademarks, mask works,

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trade secrets and any information embodying proprietary data such as technical data and computer software. This Agreement shall not be construed as implying that either party hereto shall have the right to use Background Intellectual Property of the other in connection with this research except as otherwise provided by mutual agreement.

10. **Indemnification.** Each party shall indemnify (the "Indemnifying Party"), and hold the other party (the "Other Party") and the Other Party's shareholders, members, directors, officers, affiliates, employees and representatives harmless against all expenses (including reasonable attorneys' fees), liabilities, damages, costs, losses, claims, suits or proceedings (collectively, "Claims"), brought against the Other Party to the extent such Claims directly result from the gross negligence or willful misconduct of the Indemnifying Party in connection with this Agreement.
11. **Limitation of Liability.** Consultant's liability (whether in contract, tort, negligence, strict liability or by statute or otherwise) to the Client or to any third party concerning performance or non-performance or otherwise related to this Agreement shall in the aggregate be limited to the compensation received by Consultant for the Services during the prior 12 month period. In no event shall either party be liable for consequential, incidental, punitive, special, exemplary or indirect damages or expenses (including lost profits or savings) even if such party was advised of the possibility of the occurrence of such damage.
12. **Arbitration.** Any dispute or claim concerning this Agreement, including whether such dispute or claim is arbitrable, shall be settled by arbitration.
13. **Notices.** All notices hereunder shall be in writing and shall be deemed to have been given at the time when delivered by e-mail as follows:
- Consultant:** Ronald D. Wine
Ron Wine Consulting Group LLC
1401 Halstead Circle
Dayton, Ohio 45459
- Client:** WSARC
Dennis Andersh, CEO
dennis.andersh@wright.edu
14. **Survivability.** The provisions of Sections 5, 7, 8, 9 and 12 shall survive the termination of this Agreement.
15. **Miscellaneous.** This Agreement sets forth the entire understanding between Consultant and the Client concerning the subject matter hereof and supersedes all prior understandings or agreements. If any provision of this Agreement is held to be invalid or unenforceable, all other provisions shall nevertheless continue in full force and effect. This Agreement may not be modified, in any respect, except in writing and duly executed by Consultant and

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Client. Neither party shall transfer or assign this Agreement without the prior written consent of the other party. The waiver, by either party hereof of any breach of any provision of this Agreement shall not be construed as a waiver of any other breach of any provision of this Agreement. This Agreement shall be governed in all respects by the laws of the State of Ohio.

IN WITNESS WHEREOF, Consultant and Client have executed this Agreement by their duly authorized representatives as of the Effective Date.

**Wright State Applied
Research Corporation**

Signature: 

Name: Dennis J. Andersh
Title: CEO

Date: 5/31/15

Ron Wine Consulting Group LLC

Signature:

Name: Ronald D. Wine
Title: President

Date: 5/31/15

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EXHIBIT A THE PROJECT

GOALS

1. Garner \$10 million or greater in funding for Wright State University (WSU) Wright state Research Institute and WSARC per year to support activities related to AHEAD and APDC in the Ohio State Fiscal Year (SFY) 2016 - SFY 2017 and the Ohio State Fiscal Year (SFY) 2017 - SFY 2018 biennium budget.
2. Realize \$20 million in additional direct revenue from Federal Contracts in SFY16 and \$40 million in SFY17 and \$80M in SFY18.
3. Achieve a sustained base of annualized research and development revenue of \$100M by June 30, 2018 working with the WSARC CEO to develop, lead and execute strategic initiatives at state and federal level to create research centers of excellence in the state and region.
4. Develop recommendations and plans to grow WSU/WSRI by optimizing its ability to grow and respond to the needs of the University and across Ohio by Aug 31, 2015 in support of the Ohio Federal and Military Jobs Commission, and provide regular updates as required.

STRATEGIC ACTIVITIES

1. Organize, develop and support the execution of strategies to create local, state and federal projects for WSU, WSARC and the Wright State Research Institute (WSRI) that will result in additional revenue and growth through the Ohio SFY16-17 and the SFY 18-19 biennium approved budgets and the State Capital Budgets in SFY16 through SFY18
2. Provide staff support as needed to organize meetings, develop proposals, develop communications / marketing materials, organize conferences and advise leaders and members on strategy, direction, financing, new business development and participation to:
 - a. strengthen regional research and development workforce,
 - b. enhance Ohio's workforce with needed skills,
 - c. strengthen the research and educational linkages among Department of Defense and NASA facilities in Ohio, institutions of higher education in Ohio, and industry jobs in Ohio
3. Provide support services as directed to organize, align and execute

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- a. existing workforce development programs,
 - b. regional and statewide university research and commercialization focus areas, and
 - c. aerospace development related activities for the growth of the Aerospace Professional Development Center, Wright State Research Institute, National Center for Medical Readiness, and the Advanced Technical Intelligence Center.
4. Work with AFRL, NASIC, NAMRU, NASA Glenn, other government and industry participants in the aerospace industry, and with WSU and other Ohio institutions of higher learning to acquire
- a. matching funds,
 - b. technical support, and
 - c. organizational participation in the overall advancement of research and development to the benefit of WSU, the region and the State.
5. Organize meetings with government, university and industry leadership as directed
- a. To strategically align research opportunities in human performance, autonomy, live virtual and constructive simulations, advanced sensing and intelligence data fusion, human sciences, health care, cyber, reverse engineering, materials and manufacturing, and other related disciplines
 - b. To create new research job development, technology transition and workforce assets in the Dayton Region and State of Ohio. Proactively engage industry and academic partners in Ohio to develop research and human capital assets that results in job growth and placement for aerospace related graduates in Ohio.
6. Organize strategy sessions on research projects, laboratories, facility and capital upgrades, workforce development efforts and technology commercialization opportunities with state and federal agencies to attract more research funding and co-investment in aerospace economic development to Ohio.
7. Communicate with local, state, academic and industry stakeholders on a regular basis to grow participation in the Alliance for Human Effectiveness and related initiatives led by WSU/WSRI.

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PROJECT BUDGET

1. Period of Performance
May 1, 2015 to June 30, 2019
2. Base Compensation and reporting
 - a. Consultant services provided under the Agreement will be billed by Consultant (s) at 3 separate base hourly rates of \$100, \$175, and \$250. Initial estimate of hours to be worked per month under this agreement is 160 hours per rate category, but the total hours worked per month across all rate categories is not to exceed a maximum of 480 hours. Compensation for support services will be done on a case-by-case basis and will require approval of the WSARC CEO prior to commencing work.
 - b. Payments for these efforts will be made on a net 30 day basis.
 - c. Consultant will provide a monthly invoice and summary report of Service Provider activities for the past month, and planned activities for the next month to the WSARC CEO with the first report due June 1, 2015 and continuing on a monthly basis until this contract is terminated.

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EXHIBIT B

**WRIGHT STATE APPLIED RESEARCH CORPORATION
NON-DISCLOSURE AGREEMENT**

This NON-DISCLOSURE AGREEMENT ("NDA") made effective this March 1, 2015 is entered into by and between WRIGHT STATE APPLIED RESEARCH CORPORATION ("WSARC" or "Party"), an Ohio corporation having a place of business at 4035 Colonel Glenn Highway, Suite 200, Beavercreek, OH 45431, and Ron Wine Consulting Group, 1401 Halstead Circle, Dayton, Ohio 45459 ("RWC" or "Party")

It is understood under the terms of this Agreement that WSARC shall be: a disclosing Party; a receiving Party; or both and PARTY shall be: a disclosing Party; a receiving Party; or both.

WHEREAS, the disclosing Party represents that it possesses, or may in the future possess certain technical, business, marketing financial and other material or information that it considers proprietary; and

WHEREAS, it is recognized that, in order to consider business opportunities that may be of interest to both parties and in connection with any current or future contractual or business relationship between the parties, it may be both necessary and desirable that the disclosing Party provide proprietary information to the receiving Party;

NOW, THEREFORE, in consideration of these premises, and the mutual promises and covenants contained herein, the parties hereto agree as follows:

1. Purpose. The subject matter and purpose of disclosures is in support of the goals and activities described in Exhibit A of the SubContract Agreement of which this NDA is included as Exhibit B.
2. Proprietary Information. As used herein, proprietary information shall mean any data of a confidential nature, including but not limited to proprietary technical, marketing, operating, performance, cost, know-how, business and process information, software and hardware techniques, and all record bearing media containing or disclosing such information and techniques which is disclosed pursuant to this Agreement. The parties agree that neither Party shall identify as proprietary, information that is not in good faith believed to be privileged, a trade secret, or otherwise entitled to such markings, or proprietary claims.
3. Non-Proprietary Information. The obligation with respect to the protection and handling of proprietary information, as set forth in this Agreement, is not applicable to information which:
 - a) Is within, or later falls within, the public domain without breach of this Agreement by the receiving Party;

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- b) That is or becomes available to the receiving Party from third parties who have received such information from the disclosing Party without restriction on use or further disclosure;
 - c) Was already known to the receiving Party as evidenced by tangible evidence;
 - d) Is disclosed in accordance with the written approval of the disclosing Party; or
 - e) Is independently developed by employees of the receiving Party who have not had access to such proprietary information.
4. Safeguarding Information. The Party receiving proprietary information understands that such information is regarded by the disclosing Party as valuable. Unless otherwise expressly authorized in writing by the disclosing Party, the receiving Party agrees to retain such information in trust for the benefit of the disclosing Party. The receiving Party shall not disclose such proprietary information to any third Party, and shall not use the information for any purpose other than as specified in this Agreement. Should the disclosing Party authorize the receiving Party to transfer the disclosing Party's proprietary information to a third party, disclosure shall not occur unless the receiving Party executes a nondisclosure agreement containing terms consistent with the requirements herein prior to the disclosure of such information and makes the originating Party a third Party beneficiary to such agreement.
5. Reproduction. Proprietary information shall not be copied or reproduced without the express written permission of the disclosing Party, except for such copies as may reasonably be required for internal use commensurate with the purpose contemplated by this Agreement. Nevertheless, markings consistent with the markings contained on the proprietary information shall be affixed to all copies, including partial copies. Dissemination for internal use shall be restricted to authorized employees having established need-to-know. All copies authorized for internal use shall clearly display the disclosing Party's proprietary legend.
6. Disclosure & Protection. In order for proprietary information disclosed by one Party to the other to be protected in accordance with this Agreement, if the proprietary information lends itself to written form, it must be (a) in tangible form, such as descriptions, sketches, drawings, compositions, etc.; (b) be clearly and conspicuously marked with an appropriate legend on each page indicating the proprietary nature of the information; and (c) delivered to the designated authorized representative identified herein.
- Where the proprietary information has not been or cannot be reduced to written form at the time of disclosure and such disclosure is made orally and with assertion by the disclosing Party of proprietary rights, such orally disclosed information shall be protected by the receiving Party in a manner and to the same degree as if disclosed in writing under the terms of this Agreement provided that it is identified as proprietary at or prior to the time of disclosure and written summaries of all proprietary aspects of any such oral disclosure shall have been delivered to the person receiving such oral disclosure within ten (10) working days after the date of first disclosure.
7. Degree of Care. The receiving Party shall (i) use at least the same degree of care in safeguarding Proprietary Information as it uses for its own proprietary information of like import provided such degree of care is reasonably calculated to prevent inadvertent disclosure or unauthorized use, (ii) limit access to Proprietary Information to those of its employees who have a need to know and inform its employees who have access to Proprietary Information of its obligations under this Agreement, and (iii) upon discovery of any inadvertent disclosure or unauthorized use of Proprietary Information,

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promptly use reasonable efforts to prevent any further inadvertent disclosure or unauthorized use and promptly notify the disclosing Party.

8. Export Control Compliance. The Receiving Party represents and warrants that no technical data furnished to it by the Disclosing Party shall be disclosed or exported in violation of the International Traffic in Arms Regulation and the Export Administration Regulations. The Receiving Party further represents and warrants that technical data furnished to it by the Disclosing Party shall only be exported in compliance with the International Traffic in Arms Regulation and the Export Administration Regulations, including the requirement for obtaining an export license, if applicable. Notwithstanding any other provision of this Agreement, the Receiving Party shall indemnify and hold harmless the Disclosing Party from all claims arising from the Receiving Party's failure to comply with this clause or the International Traffic in Arms Regulation or the Export Administration Regulations.
9. Equitable Remedies for Unauthorized Disclosure. Both parties acknowledge that the unauthorized disclosure, use or sale of the Proprietary Information, in whole or in part, or the disclosure, use or sale of any information or material created from, based upon or arising out of the Proprietary Information will give rise to irreparable injury to the disclosing Party inadequately compensable in damages. Accordingly, the disclosing Party may seek or obtain injunctive relief against any such undertakings, in addition to all other legal remedies that may be available to it. However, in no event shall either Party be liable hereunder or otherwise for incidental, special, consequential, indirect, punitive, or multiple damages, interest, or attorney's fees.
10. License and Title. No license to the receiving Party, under any trademark, patent or copyright, or applications for same, which are now or may thereafter be obtained, is either Contracted or implied by the conveying of proprietary information to that Party. In addition, nothing in this Agreement shall, by express Contract, implication, estoppel or otherwise, provide the receiving Party any right, interest, or title in or to the inventions, patents, technical data, computer software, software documentation or other intellectual property of the disclosing Party.
11. Term and Period of Nondisclosure. Unless terminated earlier by thirty (30) days written notice by either Party to the other, this Agreement will remain in effect for two (2) year from the effective date first written above. The nondisclosure and non-use obligations of the receiving Party set forth in this Agreement shall survive the term of the Agreement for an additional three (3) years beyond the Agreement end date or date of termination or until the Confidential Information no longer qualifies as a trade secret or until the disclosing Party sends the receiving Party written notice releasing that Party from this Agreement, whichever occurs first.
12. Destruction or Return of Records. Upon the request of the disclosing Party or upon the completion of the term of this Agreement, whichever is sooner, the receiving Party shall (i) cease use of Proprietary Information received from the disclosing Party, (ii) destroy all such Proprietary Information, including all copies thereof, and (iii) furnish the disclosing Party with written certification of destruction. Alternatively, upon request of the disclosing Party, the receiving Party shall return all such Proprietary Information, including any and all copies that the receiving Party has made, to the disclosing Party. Within reasonable efforts, a receiving Party shall also erase or destroy any such proprietary data stored by a receiving Party in a computer memory, or data storage apparatus, or system.

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13. Legal Duty to Disclose. If the receiving Party is faced with judicial or U.S. Governmental action to disclose Proprietary Information received hereunder, the receiving Party must notify the disclosing Party immediately and, at the disclosing Party's request, provide reasonable assistance in opposing such action within the time allotted by the governing rules. However, should the opposing action prove to be unsuccessful and it becomes necessary for the receiving Party to disclose the disclosing Party's proprietary information to a third party as a result of a requirement of law or regulation, it shall be disclosed on to the extent required by law or regulation, and if so permitted, after a five (5) business day prior written notification to the other Party of the requirement for such disclosure.

14. Classified Information. To the extent that the obligations of the parties hereunder require or involve access to classified information, such information shall be protected under the National Industrial Security Program Operating Manual (NISPOM) and/or the security laws of any nation or group of nations, as applicable.

15. Warranty. Each Party warrants that it has the right to disclose its proprietary information for the purposes of this agreement. This agreement does not Contract any warranty, guarantee, or make representation, either expressed or implied, with respect to data provided hereunder, as to its adequacy, sufficiency, accuracy, or freedom from defect of any kind, including freedom from infringement of trademarks, patents or copyrights that may result from the use of such data, nor shall either Party incur any responsibility or obligation whatsoever by reason of such proprietary information, except as provided in this agreement.

16. Business Arrangement and Costs. Each Party shall bear all costs and expenses incurred by it in complying with this Agreement. This Agreement is solely for the purpose of protecting Proprietary Information, and shall not constitute, create, give effect to, or otherwise imply a joint venture enterprise, pooling arrangement, partnership or other similar contractual or business arrangement of any kind.

17. Designated Representatives. All Proprietary Information shall be furnished only to the following individual employee(s) designated by each Party who is (are) responsible for further disseminating the Proprietary Information to other employees of that Party who have a need to know:

<u>Wright State Applied Research Corporation</u>	<u>Ron Wine Consulting Group</u>
Name: Dennis J. Andersh	Name: Ron Wine
Phone: 937-705-1005	Phone:
Email: dennis.andersh@wright.edu	Email:

Each Party may change its designation by written notice to the other. However, all properly marked Proprietary Information exchanged hereunder shall be afforded the protection of this Agreement even if not furnished to the points of contact listed above.

18. Independent Development and Marketing. It is understood that the parties to this Agreement may have performed substantial, independent development relating to the subject matter in both products and technology. This Agreement shall not limit either Party's development or marketing of products

WSARC CA-15-020

Wright State Applied Research Corporation Non-Disclosure Agreement

or systems involving technology or ideas of the same or similar nature to that disclosed, nor does this Agreement prevent either Party from undertaking the same or similar efforts or discussions with third parties, provided that the obligations hereunder are respected and not violated.

19. Export. Technical data disclosed hereunder may be subject to U.S. export control laws and regulations. Accordingly, the receiving Party shall not transfer technical data received under this Agreement to any foreign person, country, foreign subsidiary or parent corporation, without specific written authorization from the disclosing Party and pursuant to an appropriate U.S. Government agency license. Further, the receiving Party does assure the disclosing Party it will not disclose technical data received hereunder to any employee, consultant or subcontractor employee not holding United States citizenship or Contracted admission or permanent residence in the United States under the Immigration and Nationality Act, as amended (8 USC 1101 et seq.). The receiving Party shall indemnify and hold the disclosing Party harmless for all claims, demands, damages, costs, fines, penalties, attorney's fees, and all other expenses arising from the receiving Party not complying with this clause or U.S. Government export laws and regulations.
20. Amendment or Modification. No amendment or modification of this Agreement shall be valid or binding on the parties unless made in writing and signed on behalf of each of the parties by their respective, duly authorized representatives.
21. Jurisdiction. This Agreement shall be subject to, and construed in accordance with, the laws of the State of Ohio without regard to the conflict of law provisions of that state. If any dispute arises under this Agreement, which cannot be resolved amicably, either Party may seek recourse in a court of competent jurisdiction in the state of Ohio.
22. Severability. If any provision of this Agreement is found to be invalid or unenforceable in whole or in part, the Parties agree that the remaining provisions of this Agreement shall remain valid and enforceable to the maximum extent allowable by law. However, for any provisions that are deemed unenforceable, both Parties shall negotiate new enforceable provisions.
23. Assignment. This Agreement is not assignable or transferable without the prior written consent of the other Party what shall not be unreasonably withheld. However this provision shall not apply to a legally recognize successor in interest to all or substantially all of the Party's assets.
24. NonWaiver. Failure by either Party to enforce any of the provisions of this agreement or applicable law shall not constitute a waiver of the requirements of such provisions or law, or as a waiver of the right of a Party thereafter to enforce such provision or law.
25. Entire Agreement and Modifications. This Agreement constitutes and expresses the entire Agreement and understanding between the parties, superseding all prior or contemporaneous communications, agreements, and understandings between the parties with respect to the subject matter herein. This Agreement may not be modified in any manner except by written amendment executed by each of the parties. The requirement for mutual execution of an amendment shall not apply to a change of address or designation of a new point-of-contact to receive proprietary information. Such latter changes shall be accomplished by letter from the changing Party to the other Party.

WSARC CA-15-020
Wright State Applied Research Corporation Non-Disclosure Agreement

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on the dates set forth under their respective signatures.

Wright State Applied Research Corporation

Ron Wine Consulting Group



By: Dennis J Andersh

By: Ron Wine

Title: CEO
Date:
Phone: 937-705-1005
Email: dennis.andersh@wright.edu

Title: PRESIDENT
Date: 5/31/15
Phone: 937 431 3621
Email: [REDACTED]

January 11, 2016

FROM: Wright State Applied Research Corporation (WSARC)

TO: Ron Wine Consulting Group.

Reference Contract Number: CONSULTING SERVICES AGREEMENT CA 15-020 BETWEEN THE WRIGHT STATE APPLIED RESEARCH CORPORATION AND RON WINE CONSULTING GROUP, LLC

Reference: November 30, 2015 Limitation of Work Letter.

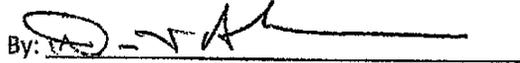
Dear Ron:

As a result of the new and ongoing Ohio Joint Legislative Ethics Committee (JLEC) investigation, the WSARC hereby suspends your work under the referenced contract. Effective immediately, you are not to charge any further work under the contract or to represent WSRI/WSARC in any capacity.

This suspension will remain in effect until the JLEC investigation is complete and the findings of the investigation have been communicated to the WSARC. Until that time, you are to have no contact with the WSRI staff or our customers regarding your representation of WSRI/WSARC.

To confirm your receipt and understanding of this notice, please sign below and return a copy to me by January 14, 2016. If you have any questions, please call me at 937-705-1005.

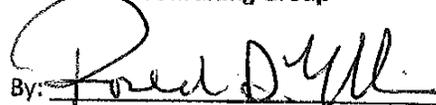
WRIGHT STATE APPLIED
RESEARCH CORPORATION

By: 

Dennis J. Andersh
Chief Executive Officer

Date: January 11, 2016

Ron Wine Consulting Group

By: 

Ronald D. Wine
President

Date: 1/15/16

WSU/WSARC Account Summary-Ron Wine Consulting Group
 October, 2012-November, 2015

Date	Hours Worked	Lobbying	Hours Invoiced	Amt.Pd.	Additional Hours Worked	Retainer Pd.
10/12	187	0	60	\$ 15,000	127	\$ 8,916.67
11/12	170	2	60	15,000	110	8,916.67
12/12	<u>174.5</u>	<u>0</u>	<u>60</u>	<u>15,000</u>	<u>114.5</u>	<u>8,916.67</u>
Subtotal	531.5	2	180	\$ 45,000	351.5	\$ 26,750
01/13	215	2	60	\$15,000	155	\$ 14,750
02/13	214.5	2	60	15,000	154.5	14,750
03/13	207	1	60	15,000	147	14,750
04/13	205	0	60	15,000	145	14,750
05/13	207.5	1	60	15,000	147.5	14,750
06/13	209.5	0	60	15,000	149.5	14,750
07/13	174.5	0	60	15,000	114.5	14,750
08/13	173	0	60	15,000	113	14,750
09/12	207	0	60	15,000	147	14,750
10/13	243	0	147	36,750	96	19,000
11/13	305.5	0	192	48,000	113.5	32,948
12/13	<u>348</u>	<u>0</u>	<u>250</u>	<u>62,500</u>	<u>98</u>	<u>24,500</u>
Subtotal	2,709.5	6	1,129	\$282,250	1,580.5	\$217,448
01/14	374	2	260	\$ 65,000	114	\$ 27,000
02/14	359	0	269	67,250	90	32,500
03/14	319.5	1	236	59,000	83.5	28,500
04/14	322	1.5	247	61,750	75	31,000
05/14	331.5	2	275	68,750	56.5	35,000
06/14	338	1.5	148	37,000	190	33,250

Date	Hours Worked	Lobbying	Hours Invoiced	Amt. Pd.	Additional Hrs. Worked	Retainer Pd.
07/14	313	0	142	\$ 35,500	171	\$ 23,000
08/14	286.5	1.5	145	36,250	141.5	22,500
09/14	317.5	1	174	43,500	143.5	24,500
10/14	333.5	0	179	44,750	154.5	23,500
11/14	265	2	180	45,000	85	25,500
12/14	<u>216</u>	<u>0</u>	<u>120</u>	<u>30,000</u>	<u>96</u>	<u>26,000</u>
Subtotal	3,775.5	12.5	2,375	\$ 593,750	1,400.5	\$ 332,250
01/15	292	0	200	\$ 50,000	92	\$ 0**
02/15	287.5	0	240	60,000	47.5	0
03/15	294.5	3.5	228	57,000	66.5	0
04/15	299	3	238	59,500	61	0
05/15	317	2	317	63,200	0	0
06/15	320	2	320	65,000	0	0
07/15	337	0	337	67,975	0	0
08/15	300	0	300	60,000	0	0
09/15	285	0	285	55,350	0	0
10/15	337	0	337	68,725	0	0
11/15*	<u>279</u>	<u>0</u>	<u>279</u>	<u>51,850</u>	<u>0</u>	<u>0</u>
12/15	TBD	TBD	TBD	TBD	TBD	TBD
Subtotal	3,348	10.5	3,081	\$ 658,600	267	\$ 0
Grand Total	10,364.5	30.5 Hrs.	6,795 Hrs.	\$ 1,698,750	3,599.5 Hrs.	\$ 576,448

* November, 2015 Invoice not yet paid as of 12/14/15

** Retainer ceased to be paid in 2015

Ron Wine

From: Ron Wine [REDACTED]
Sent: Saturday, January 26, 2013 4:40 PM
To: 'Fendley, Ryan D.'
Subject: Invoicing RWCG

Ryan- Thanks for the update last week. I am in agreement with your 2103 retainer amount of \$14,750 for January-June, 2013 and will adjust accordingly. Also, Missy will be sending you the DAGSI Activity reports you requested for October, November and December of 2012. Hope your weekend is going well. See you soon! --Ron

From: Fendley, Ryan D.
To: [Mattison, Gwen M.](#); [Heddleston, George](#); [Sweeney, Robert](#)
Subject: RWCG - Statement of Work - Suggested Redactions
Date: Tuesday, March 12, 2013 10:37:36 AM
Attachments: [RWCG 2013 SOW - FOIA Highlighted.docx](#)

All,

Attached is a word version of the SOW with the items I believe should be redacted appearing in Green.

The items in yellow pertain to an initiative that I believe the entire community knows about, but to be consistent with what was redacted in green, I included them. I will leave it to your judgment as to whether all should be redacted or just the sections in green.

If I can do anything else, please let me know.

Also, the contract with RWCG compensated the company at just under ~\$9,000 for 7/1/12 - 12/31/12. As the current statement of work includes more "new relationship building"/business development and will require more effort, the amount was increased to \$14,750 for 1/1/13 - 6/30/13. Again, compensation fluctuates as a function of the statement of work.

Respectfully,

Ryan D. Fendley
Director, WSRI
CEO, WSARC
Interim Director, NCMR
Wright State University

937.775.5164 (campus)
937.705.1001 (4035 Col. Glenn)

From: Ron Wine
To: [Fendley, Ryan D.](#)
Cc: [Narayanan, S.](#)
Subject: RE: RE: A note to follow-up on
Date: Friday, July 30, 2010 2:38:26 PM

Ryan- A separate agreement is fine with me between WSRI and RWCG. The industry members I have spoken with are comfortable with the 12% pass through including 5% to RWCG from WSRI for business development and coordination of the HPC group roles and projects. This should be part of the updated agreement we put together between WSRI and RWCG. Although in theory the 5% "performance bonus" that N and I have agreed to in general is based on past performance and total funding my firm generates in a substantial way to WSRI, the language should read more like adjustment of the monthly retainer based on management of projects and external partnerships through HPC and other sources of funds in which my firm is materially involved in generating for WSRI. Left you a vmail. Maybe we should discuss further at your convenience. -Ron

From: Ryan Fendley [mailto:ryan.fendley@wright.edu]
Sent: Tuesday, July 27, 2010 4:33 PM
To: 'Ron Wine - (New Work)'
Subject: A note to follow-up on

Ron,

Narayanan tells me you're taking a day of vacation, so please don't feel you have to respond today.

I wanted to touch base with you as we prepare to release the Teaming Agreements.

I spoke with Narayanan and he mentioned that you were working with our partners to get them comfortable with a portion of each project you help deliver being funneled to your company.

Narayanan mentioned that you had discussed a 5% pass to our 7% pass. Thus, making the total pass in those instances 12%.

Have I correctly understood what Narayanan was trying to convey to me?

Second, how do you wish to structure that agreement? As the teaming agreement we are executing with companies is:

- 1) by and between 2 parties – WSU and each partner individually;
 - 2) no specific discussion of workshare/pass-through is discussed in the teaming agreement
- it doesn't seem to make sense to tie it in there.

We can do some sort of agreement between WSU and RWCG to address it, or handle it in some other manner you see most appropriate.

Let me know what your thoughts are, and... enjoy the last few hours of your day of rest.

Respectfully,

Ryan D. Fendley
Director of Operations and
Strategic Initiatives
Wright State Research Institute
Wright State University

From: Ron Wine
To: [Fendley, Ryan D.](#)
Cc: [REDACTED]
Subject: DaytaOhio Past due
Date: Thursday, March 17, 2011 11:06:47 AM

Ryan- Per your request, the DaytaOhio past due payment due to Ron Wine Consulting Group below. Thank you for following up on this issue and please let us know if you need any additional information. –Ron

- DaytaOhio entered into a contract with Ron Wine Consulting Group in October, 2008. The terms of the contract included a \$5,000 per month retainer and a 5% performance fee based on any new revenue booked for DaytaOhio through RWCG efforts.
- In 2009-2010 timeframe, RWCG secured a \$600,000 contract for DaytaOhio with AFRL Human Effectiveness in the area of acoustic data visualization. The performance fee due to RWCG is \$30,000. Also in 2010, DaytaOhio became 6 months behind schedule in paying the monthly retainer before the contract was verbally terminated in the fall timeframe by mutual consent. The past due retainer amount also totaled \$30,000.

Total past due from DaytaOhio in 2010 to RWCG totals \$60,000.

Defense Aerospace Graduate Studies Institute**Invoicing Documentation for April, 2014 – 247 hours @\$250**

- Coordination and planning of aerospace research, innovation and workforce development activities with local officials, industry, WPAFB and university partners to expand capabilities to attract future business (53 hours)
- Meeting with aerospace industry representatives on research priorities, business development, private investment and workforce development initiatives (33 hours)
- Organization of meetings and dialogue with Air Force Research Lab leadership and S & T directors to advance human performance research and workforce development initiatives (59 hours)
- Communication and meetings with NASIC on research and training requirements to build future business opportunities. (67 hours)
- Organization of Autonomy research and workforce development initiative with academic and university collaborators (35 hours)

From System	April 2014 - WSRB/WSAR Training	hrs
4/1	W. Mitchell and 2, DDT team 2	4
4/2	A. Miller AHEAD	2
4/3	D. Zordanis NDSA 1.5, W. Bennett 1.5	3
4/4	M. Davis, KY, 1, R. Peters 1, R. Janis 2	4
4/7	B. Burley, C. Morrow 1,	1
4/8	Col. T. J. HPTI, & OSU	6
4/9	M. Nguyen 1, industry	2.5
4/10	mcc RWC & ops, etc	2
4/11	C. Morrow Prod/AERT	1.5
4/14	AHEAD 3, Dennis 1.5, B. Beagle 1	5.5
4/15	M. Brown NASIC 2.5	2.5
4/16	K. DeWain	2
4/18	m. Stone industry AFR	2.5
4/21	DDT	1.5
4/22	D. Hopkins, N, R. Fiedly 1.5, T. Padgett 1.5 NASIC/AFRAL recipient 2	5
4/24	D. Cunniff WD	1
4/28	D. Hopkins, ^{magenta} Nguyen, C. Wideman 1.5, ^{ITAC} K. Friel 2.5	2.5
4/29	J. Leftwich 1, D. Anderson 2	3
4/30	DDT 1, C4ISR Team 2, NASIC 1.5	4.5
	(ROW) meetings/Telcons	56 hrs.
	(row/mcc) Admin/communications, prep dev, acctg, etc	106
	Personnel/Office Support retainers (DIT)	100
	Prog support, BD (DDT) ^{hrs} retainers	60
	TOT HRS	322 HRS

\$31,500 retainers/PO \$61,750 247 HRS DAGSI

From: Deb Wine [REDACTED]
Sent: Thursday, May 01, 2014 3:35 PM
To: Ron Wine
Subject: RWC

April Hours Worked on Research, Clipping Service re: WSU/WSARC/state and federal plus office support
April 1 - 4 = 20 hrs. Good Friday, 4/18/14 - day off
" 7 - 11 = 25 " Easter Monday, 4/21 - " "
" 14 - 17 = 20 " 100 hours worked for RWCG Total
" 22 - 25 = 20 " April payment received 3/31/14.
" 28 - 30 = 15 " Thank you, Deb

April 2014

April 2014							May 2014						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
6	7	8	9	10	11	12	4	5	6	7	8	9	10
13	14	15	16	17	18	19	11	12	13	14	15	16	17
20	21	22	23	24	25	26	18	19	20	21	22	23	24
27	28	29	30				25	26	27	28	29	30	31

Mar 30		Apr 1		Apr 2		Apr 3		Apr 4		Apr 5	
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	Monday	Tuesday	Wednesday	Thursday
	31	Apr 1	2	3	4	5					
	10:00am 11:00am Bill, Ron, Colin Telecom (Colin's office) - Colin J. Morrow	12:00pm 2:00pm w Mitchell (ETC 711th) 3:00pm 5:00pm D Tilton (Telecom)	Office Day 4:00pm 6:00pm Aaron Miller (Archers)	10:00am 11:00am Bill ? Holmes Friend 11:30am 1:00pm G Zacharias C river (Ab bennett, dennis And	11:00am 12:00pm Mike Deis 1:00pm 2:00pm Ricky Peters (937-904-910 3:30pm 5:30pm Roger Harris (RCF Glenntec						
6	7	8	9	10	11	12					
	8:00am 10:00am RH Pitchard (HPT 7020 10:00am 12:00pm D woods, Bill Marras (4:00pm 5:30pm Sam Hemmeter (Rhodes	8:30am 9:30am Narayanan 2:30pm 4:00pm Discuss WPAFB/MSR 4:00pm 5:00pm D Chandler (CDO)	11:00am 12:00pm Victor 12:00pm 2:00pm MLC RWCG Ops 5:00pm 5:30pm Bill Holden	10:00am 12:00pm Meeting (Radlance) - Colin J. Morrow 7:30pm 10:30pm Winegroup (Peterson's)							
13	14	15	16	17	18	19					
	9:00am 12:00pm AHEA 1:00pm 3:00pm Dr Jeff 3:00pm 3:30pm Mary B 3:30pm 4:00pm Sam H 4:30pm 6:00pm Meet 6:30pm 8:00pm Day	11:00am 12:00pm Dr Cortez (Beavercreek) 4:00pm 7:00pm Mark Bruhn (FH)	Office Day 4:00pm 6:00pm K dewine	11:30am 1:00pm Victor (Design Homes)	4:30pm 7:00pm Morlay Stone (Amelias)						
20	21	22	23	24	25	26					
	3:00pm 4:30pm D Tilton, K Olson etal (telecom HMT and BD)	11:30am 1:00pm Dr Hopkins, Narayanan, 4:00pm 5:30pm Tom Pedtke (Chappys) 5:30pm 8:00pm WPAFB/NASIC Rece	Office day	4:00pm 6:00pm D Curran (UD Boesch Lounge) 7:00pm 10:00pm Vintners Bill Hutchinson (narc)	2:30pm 12:00am Amber and scottie dodge	12:00am 1:00am Amber and scottie dodge					
27	28	29	30	May 1	2	3					
	2:00pm 3:30pm C Widener, DH, N -Ne 3:30pm 4:30pm Ken Ford, Dennis Anders 6:00pm 8:30pm Graceworks Annual	3:30pm 4:30pm Jim leftwich 4:30pm 6:00pm Meet with Ron Wine (TBD) - Andersh, Dennis James	12:00pm 1:00pm teleccm DD Tilton (B 3:00pm 5:00pm CISR Team Meeting RM 1 5:00pm 6:30pm NASIC reception Col Prupp								

Ron Wine

From: Aaron Miller
To: [Fendley, Ryan D.](#)
Subject: RWCG
Date: Tuesday, November 15, 2011 11:29:12 PM

Ryan,

In lieu of including RWCG in the DARPA proposal and having them stick out like sore thumb raising questions on cost. It makes more sense to cover a portion out of OH and G&A which is more appropriate anyways. Any issue with this?

Thanks,
Aaron

Aaron Miller

Project Manager, Wright State Research Institute

Office: 428 Russ

Mail: 280 Joshi Research Center

Wright State University

3640 Colonel Glenn Highway

Dayton, OH 45435

Phone: 937.619.9536

Cell: 937.554.7902

Email: aaron.miller@wright.edu