

**Oregon SBIR / STTR Program - Phase 0 Application**  
**Second Round (October 2007- March 2008)**

**A) Applicant Information**

1. Firm Name:
2. Federal Tax ID Number:
3. Contact Person:  
Title:
4. Contact Phone Number:  
Email Address:
5. Firm Address (Street Address, City, County, State, Zip):
6. Firm Mailing Address (if different than question 5):
7. Firm Telephone Number:
8. Firm Fax Number:
9. Firm Website:
10. Firm Primary NAICS Code:

By signature on this application, the undersigned agrees to the terms and conditions in Exhibit A.

11. Applicant Name:

12. Applicant Signature: \_\_\_\_\_

**B) SBIR / STTR Proposal**

13. Proposal Title:
14. Federal Agency Name:
15. Solicitation Number:
16. Application Deadline:
17. Principal Investigator (P.I.):

**C) Proposal Consultant or Conference Information** *(attach additional information if necessary)*

18. Name of Vendor:  
Title:
19. Vendor Phone Number:  
Email Address:
20. Vendor Address (Street Address, City, County, State, Zip):
21. Type of Service Provided:
22. Total Cost of Service (\$):
23. Invoice Number:
24. Amount of Matching Funds Requested (\$):

**D) Previous SBIR / STTR Applications and Awards**

25. Please list all the SBIR / STTR applications your firm has made in the last three years:

Year	Proposal Name	SBIR / STTR	Phase I / II	Federal Agency	Award Amt. (if funded)
		<input type="checkbox"/> / <input type="checkbox"/>	<input type="checkbox"/> / <input type="checkbox"/>		
		<input type="checkbox"/> / <input type="checkbox"/>	<input type="checkbox"/> / <input type="checkbox"/>		
		<input type="checkbox"/> / <input type="checkbox"/>	<input type="checkbox"/> / <input type="checkbox"/>		
		<input type="checkbox"/> / <input type="checkbox"/>	<input type="checkbox"/> / <input type="checkbox"/>		

**E) SBIR / STTR Training, Counseling or Conference Attendance**

26. Please list any SBIR / STTR-related training, counseling or conferences you or your firm have attended:

Date	Event	Name of Sponsoring Organization

**\*\*\*Agency Use Only\*\*\***

\_\_\_\_\_  
**Marian Hammond, Division Manager  
 Innovation and Economic Strategies**

\_\_\_\_\_  
**Approve / Disapprove**

\_\_\_\_\_  
**Date**

## **Exhibit A - Grant Agreement**

### **Section 1 - Legal Basis of Award**

Pursuant to ORS 285A.227 and OAR 123-009-0050 to 123-009-0100 and ORS 285B.286 and OAR 123-095-0000 to 123-095-0040, State is authorized to enter into a Grant Agreement and to make an award from the Oregon Community Development Fund (Industry Sector Outreach line item).

The Phase 0 Grant program provides 1:1 matching funds to individual small traded sector businesses in Oregon to help defer costs of Small Business Innovation Research (SBIR) and Small Business Technology Transfer (STTR) proposal preparation.

When, and if the application is approved, OECDD will reimburse the awardee's contribution (1:1) for:

- (1) a proposal writing consultant (up to \$3,000 of matching funds); or
- (2) a proposal review consultant (up to \$500 of matching funds); and/or
- (3) attendance at an SBIR/STTR conference (up to \$500 of matching funds).

State is willing to make the grant on the terms and conditions of this Agreement. Accordingly, the parties agree as follows:

### **Section 2 - Grant Award**

Section 2.01. State's obligation to disburse Grant moneys to Recipient is subject to each of the following conditions precedent:

- (a) The Oregon Department of Administrative Services has not notified State of an anticipated shortfall in Oregon State Lottery revenues for the biennium in which this Agreement becomes effective or for any biennium thereafter;
- (b) Moneys are available to finance the disbursement;
- (c) State has received sufficient appropriations and other expenditure authorizations to allow State, in the reasonable exercise of its administrative discretion, to make the disbursement; and
- (d) Recipient's representations and warranties set forth in Section 3 are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.

### **Section 3 - Uses of Grant**

Section 3.1. Eligibility to Receive Funds:

- Applicants must be traded sector Oregon based small businesses. "Traded Sector" businesses are defined in Oregon Statute as "industries in which member firms sell their goods or services into markets for which national or international competition exists."
- Applicants who are requesting reimbursement for a proposal review or proposal-writing consultant must have submitted a qualified SBIR or STTR proposal to a participating federal agency in response to a specific federal solicitation.
- Applicant must meet all federal SBIR or STTR eligibility requirements.
- Applicants may not receive concurrent funding support from other sources that duplicates the purpose of the OECDD award.
- Applicants must conduct at least 51% of the research described in the federal proposal in Oregon.

Section 3.2. Recipient's use of the Grant moneys is limited to those activities necessary to complete the Project as described in recipient's Phase 0 Application. Recipient is specifically prohibited from using Grant moneys to lobby or to influence or attempt to influence, any federal, state or local government official.

#### **Section 4 - Recipient's Representations and Warranties**

Recipient represents and warrants to State that Recipient is an individual small business (as described in Section 3.1) in Oregon, duly organized and validly existing under the laws of Oregon; and has full power, authority and legal right to make this Agreement and to incur and perform its obligations hereunder.

#### **Section 5 - Recipient's Agreements**

Section 5.01. Project Completion. Recipient shall complete the Project by the date in the approved application; provided, however, that if the total amount of the Grant is not available solely because one or more of the conditions set forth in Sections 2.02(a) to (c) are not satisfied, Recipient will not be required to complete the Project.

Section 5.02. Acknowledgment. Recipient shall reasonably acknowledge in some public fashion, such as in promotional materials, or on its web site and in public statements, that the Project was funded in part with Oregon State Lottery Funds administered by the Oregon Economic and Community Development Department.

Section 5.03. Matching Funds. Recipient shall obtain and use Project matching funds as follows: For every dollar (\$1.00) of Grant money, the Recipient shall provide at least one dollar (\$1.00) from sources other than the State.

Section 5.04. Report Form. Recipient shall submit a report form on the Project to State, which is satisfactory to State and, at a minimum, contains the information contained in Exhibit B - Report Form for Reimbursement.

Section 5.05. Compliance with Laws. Borrower will comply with the requirements of all-applicable laws, rules, regulations, and orders of any governmental authority, except to the extent an order of a governmental authority is contested in good faith and by proper proceedings.

Section 5.06. Responsibility for Taxes. Recipient shall be responsible for all taxes, if any, arising from or related to Recipient's receipt of the Grant. State will not withhold any amounts to cover Recipient's tax liability.

#### **Section 6 - Miscellaneous**

Section 6.01. No Implied Waiver. The delay or failure of State to exercise any right, power, or privilege under this Agreement shall not operate as a waiver.

Section 6.02. Governing Law; Venue; Consent to Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit, or proceeding (collectively, "Claim") between State (and/or any other agency or department of the State of Oregon) and Recipient that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon. In no event shall this Section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether it is sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. Recipient, by execution of this agreement, hereby consents to the *in personam* jurisdiction of said courts.

Section 6.03. Notices. Except as otherwise expressly provided in this Agreement, any communications between the parties hereto or notice to be given hereunder shall be given in writing by personal delivery, facsimile, or registered or certified mailing the same, postage prepaid to Recipient or State at the address or number set forth on page 1 of this Agreement, or to such other addresses or numbers as either party may hereafter indicate pursuant to this section. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine. Any communication or notice by personal delivery shall be deemed to be given when actually delivered.

Section 6.04. Merger; Amendments. This Agreement may not be waived, altered, modified, supplemented, or amended in any manner except by written instrument signed by both parties.

Section 6.05. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of State, Recipient, and their respective successors and assigns, except that Recipient may not assign or transfer its rights or obligations hereunder or any interest herein without the prior consent in writing of State.

Section 6.06. Entire Agreement. This Agreement constitutes the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement.

Section 6.07. Indemnity. To the extent permitted by Article XI, Section 10 of the Oregon Constitution, Recipient shall defend, indemnify and hold harmless the State and its officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever resulting from or arising out of, or relating to the activities of Recipient or its officers, employees, contractors, or agents under this Agree or with respect to the Project.

Section 6.08. Survival. All provisions of this Agreement set forth in the following section(s) shall survive termination of this Agreement: Section 6, MISCELLANEOUS.

Section 6.9. Severability. If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.

Section 6.10. Relationship of Parties. The parties agree and acknowledge that their relationship is that of independent contracting parties and neither party hereto shall be deemed an agent, partner, joint venturer or related entity of the other by reason of this Agreement.

### Exhibit B - Report Form For Reimbursement

Recipient will submit a Report Form For Reimbursement summarizing the following:

1) Proof of acknowledgement of the receipt of Recipient’s SBIR / STTR proposal by the appropriate federal agency.  Attached

2) Proof of expense payments (i.e. copy of the check or credit care receipt) from applicant AND the following as required:

- Copy of paid invoice from approved service provider for proposal review
- Copy of paid invoice from approved service provider for proposal development expenditures
- Documentation of travel mileage to and from conference
- Lodging documents (hotel invoice)

Expense Summary (Attach required documentation as described above.)

Description	Vendor / Hotel, Location	Miles	Rate	Amount
Proposal Review				
Proposal Development				
Conference Registration				
Lodging				
Round-Trip Mileage*			.485	\$0.00
<b>Total Submitted</b>				<b>\$0.00</b>

\*Note: This check box is for documentation of travel mileage (if completed by auto) to and from the conference for which this grant request is submitted.