



ICPI Foundation for Education and Research Grant Application Guidelines and Requirements June 17, 2008

Thank you for your interest in submitting a proposal to the ICPI Foundation for Education and Research. Please read and follow the instructions carefully. Please contact ICPI Foundation if you have questions about the requirements in making an application for funding.

Background; ICPI Foundation Research and Education Purposes

- A. To support, develop and conduct educational programs, seminars and courses intended to improve and develop the knowledge, understanding and professional abilities of those working within the interlocking concrete pavement industry as well as those in related industries with an interest in segmental concrete pavement.
- B. To conduct studies and research and disseminate the findings to journals, conferences and industry forums; to provide information about segmental concrete pavement to those in the industry, as well as those in related industries, government officials, and interested members of the public.

Program Interest Areas

The ICPI Foundation will give high priority to granting funds for research and education of interlocking concrete pavement and permeable pavement systems that address the following areas:

- 1) Specific research into new engineering/architectural applications as well as programs that enhance segmental concrete pavement products, production efficiencies, design, life cycle costs, maintenance and performance, sustainable aspects of pavement (e.g., recycled materials, energy use/carbon emissions reduction, enhance air and water resources), as well as enhance urban and environmental design.
- 2) Innovative curricula development and implementation by university faculty of segmental concrete pavement systems for civil engineering, landscape architecture and architecture students. (i.e., textbooks, software programs, online training modules).
- 3) Research that increases construction and installation efficiencies through automated methods, especially those integrating factory production with on-site installation technologies.

All programs would likely have applications and outcomes targeted to occur within five years with the recognition that downstream industry benefits will continue to occur beyond this time frame.

Approval of Programs for Funding

Proposals to the Foundation may be solicited or unsolicited and they may involve research or education projects and programs that advance the development and use of segmental concrete pavement. Solicited proposals as a result of RFPs issued by the Foundation may be reviewed by the relevant ICPI committee (as determined by the Program Committee) for recommendation or non-recommendation for funding. Project proposals will be reviewed by the Foundation Program Committee and this committee will make funding recommendations to the Foundation Board of Trustees.

Funding Appropriations

Each year, the Trustees will determine the amount available for grant allocations at the ICPI Foundation Annual Meeting based on anticipated income from the endowment for the coming fiscal year (beginning July 1st). The exact amount will vary annually since it depends on investment income. Grant opportunities will be publicized on the ICPI Foundation web site by March 1st, located at www.icpi.org and in ICPI Foundation publications. The duration of the grant will typically be a maximum of two years. Should project time extensions be necessary, they can be requested at the appropriate time.

Applicants must provide a proposed budget and justification of costs. Grant funds can be used to pay for salary for faculty, stipends to graduate students or post-doctoral fellows, equipment, supplies and services and relevant travel required for the funded project. A grantee may be required to travel to present their work to the ICPI or ICPI Foundation at annual or summer meetings and this shall be budgeted accordingly. Applicants should identify the university overhead rate and how it will be applied to the project. Applicants also agree to disclose additional funding that may be required or that the applicant has obtained to co-fund the project. If additional funding is required from other parties, funding may be contingent upon all funding being secured.

Awarding of Grants

The Trustees will review all grant proposals recommended by the Foundation Program Committee at its spring meeting for the next fiscal year. Grant amounts will be determined by funds available and the total amount of grants requested. All applicants will be notified in writing of the Program Committee and Board of Trustees' decisions. Neither a member of the Trustees nor his/her company or employees shall be eligible for grant funding while in office. Grant winners will be recognized in ICPI Foundation publications and web site.

Application Process

The Foundation Program Committee reviews all applications for funding and makes funding recommendations to the Board of Trustees. Grant application proposals must be submitted by April 15 each year for consideration by the Program Committee. The Program Committee and Trustees may, in their reasonable discretion, consider unsolicited, time-sensitive proposals that do not conform to the regular application due dates.

Grants will be awarded in accordance with Board of Trustee established criteria and available funds. Should a project receive a positive recommendation from the Program Committee and endorsement from the Board of Trustees, a signed grant contract from the grantee is required in order to receive funding. Please refer to Terms and Conditions at the end of this document that include aspects that must be incorporated into the contract agreement. Submitting a grant application proposal includes acceptance of these aspects into the contract should the Foundation Trustees accept a proposal. From time to time the Board of Trustees will may, in its

reasonable discretion, accept specific revisions to these terms based on university requirements for research and education grants.

Completed applications should be sent electronically to:

David R. Smith, Technical Director
ICPI Foundation for Educational and Research
13921 Park Center Road, Suite 270
Herndon, VA 20171
Tel: (703)657-6900 E-mail: dsmith@icpi.org

Grant Application Proposals

All items detailed below (A through C) must be included before the proposal will be considered. Please use one inch (25 mm) margins on all sides with 12 point font size and numbered pages. The items below are required for all funding requests.

A. Cover Page

1. Date of funding request
2. Requested start and end date of the project and its funding
3. Title of Research or Project
4. Requesting organization's name and contact information including full mailing address, telephone, fax and web address
5. Organization's tax status with the U.S. Internal Revenue Service or Canada Revenue if applicable. A supporting letter from these agencies may be requested.
6. Contact person's name, title, mailing address, e-mail address and telephone and fax numbers
7. Dollar amount of the funding request
8. Total budget for the research or project from the applicant's organization and other organizations if applicable. List all funding sources.
9. Applicant's organization's current budget and fiscal year.
10. Evidence of such insurance as may be determined appropriate by the ICPI Foundation Program Committee.

B. Background Information

Please limit to one page except for curriculum vitae.

1. Briefly describe the requesting organization's history, mission and goals.
2. Describe current programs and activities, and relevant projects.
3. Provide a brief curriculum vitae of all personnel involved in this project. Include a description (where applicable) of each individual's current position, educational background, training, experiences, awards, honors and publications. Please limit curriculum vitae to 10 pages per individual.

C. Project Proposal

1. Background and context for the proposal
2. Research and/or educational objectives and outcomes
3. How these objectives will be reached including activities, milestones and roles of key personnel and organizations

4. Why meeting these objectives will benefit the segmental concrete pavement industry, the applicant's and his/her organization, related organizations and relevant societal sectors
5. Relevance of research to the ICPI Foundation (see Program Selection Criteria)
6. Project timeline including progress and final reports
7. Proposed payment schedule related to project deliverables
8. Deliverables related to the project timeline, activities and payments
9. A letter stating that if awarded the grant, the Terms and Conditions in this document as stated below will be incorporated into the project contract

Proposal Selection Criteria

The following criteria will be used by the ICPI Foundation Program Committee in evaluating proposals. Applicants shall address the following relevant criteria in their proposals:

1. To what extent does the proposal and deliverables fit one or more program interest areas?
2. To what extent can the impact of the deliverables on the industry be measured?
3. How quickly can the product or results from the deliverables be brought to market?
4. Is the return on the investment to the segmental concrete pavement industry moderate, very good or quite high?
5. To what extent does the proposal leverage other funds and resources (outside the ICPI Foundation and the ICPI) to produce intellectual assets, market impact and visibility for segmental concrete pavement?
6. To what extent is the proposed program and deliverables innovative in scope, originality or execution and how is this so compared to other proposals (if present)?
7. How many students, educators and users does the proposal involve and ultimately benefit? How?
8. To what extent does the proposal involve member time and work?
9. If some time or materials is required by members as part of the proposed project, can a broad base of membership become involved?
10. To what extent can the deliverables include technology transfer and promotion via public relations, web sites and related marketing efforts by the ICPI Foundation and ICPI?
11. To what extent can the deliverables be incorporated into existing or new technical resources published by the ICPI Foundation, as well as by ICPI and its members?
12. Does the applicant have a previous positive working relationship and track record with ICPI or the ICPI Foundation regarding timely deliverables, or has qualifications and references that demonstrate such a record?
13. If this proposal was presented to the ICPI Technical Committee (or others) for comment, did they recommend it for ICPI Foundation funding?
14. If the ICPI Foundation does not fund the proposal, are there other sources that could or should be funding it?
15. Are there any other considerations not listed here that support funding of the proposal?

Progress, Final Reports and Payments

Progress reports detailing program and financial status shall be submitted by grant recipients quarterly until the project is complete. Upon completion, a final report is due by the next reporting date. The final report shall provide a complete description of the final result or product from the project along with a financial statement of receipts and expenditures. Grant recipients must be willing to present their findings at ICPI Foundation-sponsored programs if requested to do so.

The ICPI Foundation Program Committee and staff will monitor project progress and relay quarterly reports to the Trustees as appropriate. While certain proposals may have grantee-specific requirements, the Trustees will endeavor to release payments in compliance with receipt and acceptance of deliverables and grantee invoices (see Sections 3 and 4 of Terms and Conditions). If quarterly reports are not filed on time, payments will be withheld. The Foundation may revoke a grant if reports fail to show sufficient progress toward the program's goal or conveys questionable financial stewardship.

Grantees agree to the following:

1. Expend funds as described in the proposal, and return unused funds to the ICPI Foundation in accordance with the Terms and Conditions (see Section 8 below).
2. Submit progress reports quarterly until the project is complete.
3. Acknowledge support of the ICPI Foundation in any presentation or publication in a form approved by the ICPI Foundation.
4. Publish or present the findings of the project in a program sponsored by the ICPI Foundation if invited to do so.
5. All right, title and exclusive ownership interest in and to the copyright, trademark, patent and other intellectual property rights in and to all deliverables and work product(s) arising out of or resulting from the Project shall be held by the ICPI Foundation. Joint ownership of specified Project intellectual property may be permitted where mutually agreed upon in writing by the ICPI Foundation and grantee prior to commencement of the Project work. Joint ownership of the specified and agreed upon intellectual property shall be subject to such conditions of use and ownership as agreed upon by the parties in writing and depending upon the nature of the grantee, the Project and the intellectual property for which the proposed joint ownership is sought.
6. Comply with the following ethical principles for research:
 - a. Conduct, manage, judge, and report scientific research honestly, thoroughly, and without conflict of interest.
 - b. Prevent abuse of all resources entrusted to the grantee and endeavor to treat human and animal subjects humanely, following established guidelines where they are available.
 - c. Not willfully hinder the research of others nor engage in dishonesty, fraud, deceit, misrepresentation, or other professional misconduct.
 - d. Welcome constructive criticism of scientific research and offer the same to colleagues in a manner that fosters mutual respect amid objective scientific debate.
 - e. Recognize past and present contributors to research and will neither accept nor assume unauthorized and/or unwarranted credit for another's accomplishments.
 - f. Claim authorship for a research product only if willing to be held responsible for both the interpretation of the data and the conclusions as presented.
 - g. Claim authorship for a research product only if made a major intellectual contribution (as part of conception, design, data collection, data analysis, or interpretation) and made significant contributions to its preparation (write, review, or edit).
 - h. Not publish or use original ideas, research data or unpublished findings of others without written approval.
 - i. Refrain from duplicative publication of the same research findings as original.
 - j. Show appropriate diligence toward preserving and maintaining resources, such as data records, that are entrusted to the grantee and the grantee's organization.

Grant-making is a three step process: The first step is acceptance of the proposal from an applicant by the Program Committee. The second step is review of the Program Committee's

recommendations by the Board of Trustees and subsequent approval/non-approval using established Foundation grant-making criteria. The third step is the execution of a contract provided by the applicant (now grantee). Proposals do not include contracts. If the proposal is accepted, we expect the grantee to include the Terms and Conditions stated below in their contract. Submitting a proposal offer to the Foundation means that the applicant and potential grantee agrees to and will include the following Terms and Conditions in their contract with the ICPI Foundation, should the Foundation accept the proposal.

ICPI FOUNDATION GRANT CONTRACT TERMS AND CONDITIONS

Section 1 - Application Submission:

Submission of application for funding constitutes an offer to enter into a contract with the ICPI Foundation upon the terms and conditions set forth below. The ICPI Foundation's acceptance of the applicant's offer, if it occurs, will occur by means of ICPI's Foundation written notice to the applicant of an award of a grant. If the ICPI Foundation accepts applicant's offer and enters into a contract with the applicant, the Foundation will do so under the terms and conditions set forth below and in ICPI's Foundation notice of award of a Grant. The contract, if it is formed, will consist of grantee's application, ICPI's Foundation notice of award of the grant, and these Terms and Conditions. The grantee shall sign the grant contract before disbursement of any funds. The grantee's signature shall constitute acceptance of any differing or additional provisions stated in the grant. All communications, negotiations, representations, proposals and agreements, whether oral or written, prior to formation of a contract, shall be merged into the contract and extinguished thereby. The contract once executed may be modified only in writing signed by authorized representatives of both parties.

At the time of submission of the application for funding, the applicant shall sign a written acknowledgment of its status as an independent contractor and not as an employee of the ICPI Foundation. Such acknowledgment of independent contractor status shall apply not only to the application process, but also in the event the applicant's proposal for funding is accepted by the ICPI Foundation. In the acknowledgment, the applicant will agree that at all times relevant to the application and Project (if accepted), it will be solely responsible for payment of all applicable federal and state income taxes (including estimated taxes), social security and all applicable federal and state self-employment taxes. Furthermore, the applicant/grantee will retain sole and absolute discretion and judgment in the manner and means of carrying out the activities under the Project (if accepted). Applicant/grantee will also be solely responsible for providing such office space, equipment and supplies as are necessary to undertake and complete its duties and responsibilities under the Project (if accepted) and shall secure and provide the ICPI Foundation with documented evidence of all required insurance coverages, including, but not limited to, general and professional liability, property, and workers' compensation coverage.

Section 2 – Written Progress Reports:

During performance of the work funded by the Foundation, grantee shall submit to the ICPI Foundation written progress reports at the time(s) and with the content specified by the contract. Quarterly progress reports detailing program and financial status must be submitted by the grantee until the work is complete. A failure to file the required reports may result in the withholding of funding or a termination of the grant.

Section 3 – Final Report:

The work funded by the grant shall be completed by the date stated in the contract. Upon completion of the work funded by the Foundation, the grantee shall submit a written, final report

which shall provide a complete description of the findings, and final result or product of the work, along with a detailed statement of receipts and expenditures. The statement of receipts and expenditures shall be supported by documentation of each expenditure. The written, final report shall be submitted no later than a date prescribed by the contract.

Section 4 – Presentations:

Near or upon completion, the grantee shall be available to give an oral presentation of the work and the findings, the final result or product of the work in such forum and such location as the ICPI Foundation shall select. The grantee shall receive no compensation for doing so other than funds within the grant and, in addition to the grant, reimbursement of his/her reasonable and documented expenses of travel, lodging and meals entailed by this presentation.

Section 5 – Title to Intellectual Property:

All right, title and interest of every kind and nature, whether now known or unknown, in and to any intellectual property, including but not limited to any inventions, patents, trademarks, service marks, copyrights, ideas, software, creations, and properties invented, created, written, developed, furnished, produced or disclosed by grantee in the course of performance of the work of the grant shall, as between the grantee and the ICPI Foundation, be and remain the sole and exclusive property of the ICPI Foundation for any and all purposes and uses. The grantee will disclose conditions of use of intellectual property in the contract for consideration by the Program Committee and the Board of Trustees. (From time to time the Board of Trustees will may, in its reasonable discretion, accept specific revisions to these terms based on university requirements for research and education grants.)

Section 6 – ICPI Foundation Decisions:

The following decisions shall be made at the sole discretion of the ICPI Foundation and shall not be subject to review by any other person or court. The ICPI Foundation shall have no obligation to the grantee with respect to these decisions except an obligation to exercise good faith and fair dealing: 1) whether to award a grant, 2) whether to enter into a contract with the grantee, 3) whether to continue to disburse funds pursuant to a grant in view of progress deemed by the ICPI Foundation to be unsatisfactory, 4) whether at any time before completion to terminate the contract for unsatisfactory performance. The grant is not transferable except upon prior written consent of the ICPI Foundation, which consent shall be at the sole discretion of the Foundation. If the grantee wishes to transfer the grant and its work to another, the grantee shall so notify the ICPI Foundation to discuss whether the ICPI Foundation will agree to the transfer.

Section 7 – Anti-Discrimination Clause:

The ICPI Foundation is an equal opportunity grant maker and does not discriminate in the making or administration of grants based upon race, color, religion, age, gender, national origin or disability.

Section 8 – Auditing Compliance:

The applicant shall furnish in writing such information and documents as may be requested by the ICPI Foundation from time to time for purposes of auditing compliance with the requirements of the contract. Such information and documents shall be furnished by the grantee within twenty-one (21) calendar days of the grantee's receipt of such a request in writing. If the ICPI Foundation concludes that grantee is not making adequate progress or is otherwise not complying with the requirements of its Contract, then the ICPI Foundation may, but is not obligated to, notify the grantee of the corrections that it requires in the grantee's performance, and the time or times within which such corrections must be effected.

If the grantee fails to make the required corrections within the required time or times, then the ICPI Foundation shall be entitled to, but shall not be obligated to, terminate the contract by written notice. Upon such termination, the ICPI Foundation shall have no further obligations to the grantee. Upon such termination, grantee shall within ten (10) calendar days return to the ICPI Foundation all unexpended funds obtained pursuant to the contract. The ICPI's Foundation forbearance from termination or other remedies in spite of the grantee's failure of performance shall not constitute a waiver of the ICPI's Foundation rights or remedies arising from such failure. In the event that the ICPI Foundation concludes that funds disbursed to the grantee pursuant to the contract have been used for unauthorized purposes, the ICPI Foundation shall be entitled to require the grantee to return those funds to the ICPI Foundation. Upon receipt from the ICPI Foundation of a written request for return of funds for this reason, grantee shall return the funds within ten (10) calendar days. All work in progress and that work which has been completed as described within the grant must also be returned to the ICPI Foundation.

Section 9 – Enforcement:

The construction and enforcement of the grant documentation and any other rights and obligations arising from the grantee shall be governed by the laws of the Commonwealth of Virginia. Any controversy, dispute, or claim arising out of or related to the Contract, or the breach thereof, shall be settled by arbitration in accordance with the Commercial Arbitration Rules and Mediation Procedures of the American Arbitration Association (“AAA”), and judgment upon the award of the arbitrator may be entered in any court having jurisdiction thereof. As a condition precedent to arbitration, any controversy, dispute, or claim shall be subject to mediation in accordance with the referenced rules and procedures of the AAA. Request for mediation shall be filed in writing with the other party to the contract and with the AAA. The request may be filed concurrently with a demand for arbitration, but, in such event, mediation shall proceed in advance of any evidentiary hearing in arbitration, which shall be stayed to the extent necessary so to permit. The parties shall share the mediator's and arbitrator's fees and any filing fees equally. The locale of a mediation or arbitration shall be Virginia.

Insofar as any matter may require litigation despite this agreement to mediate and to arbitrate, the state courts of Virginia and the federal courts in that district shall have sole jurisdiction to adjudicate any controversies, disputes, or claims arising out of or in connection with the Contract or the breach thereof. The grantee for this purpose submits to the personal jurisdiction of the state courts of Virginia and the federal courts of that district. **EACH PARTY HEREBY IRREVOCABLY WAIVES TO THE FULL EXTENT PERMITTED BY LAW ANY RIGHT THAT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING DIRECTLY OR INDIRECTLY OUT OF THE APPLICATION OR THIS CONTRACT (WHETHER BASED IN CONTRACT, TORT, OR ANY OTHER THEORY OF LAW). EACH PARTY ACKNOWLEDGES THAT BOTH PARTIES HAVE BEEN INDUCED TO ENTER INTO THE CONTRACT BY, AMONG OTHER THINGS; THE MUTUAL WAIVER SET FORTH IN THIS PARAGRAPH.**