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STATE OF NEW HAMPSHIRE  
DEPARTMENT of RESOURCES and ECONOMIC DEVELOPMENT  
DIVISION OF ECONOMIC DEVELOPMENT  
172 Pembroke Road P.O. Box 1856 Concord, New Hampshire 03302-1856

2015 JUN 15 10 11 AM

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www.nheconomy.com

June 8, 2015

Her Excellency, Governor Margaret Wood Hassan  
And the Honorable Executive Council  
State House  
Concord, NH 03301

**REQUESTED ACTION**

Authorize the Department of Resources and Economic Development, Division of Economic Development to enter into a **SOLE SOURCE** Cooperative Project Agreement (CPA) in the amount of \$550,000 with the University of New Hampshire (VC #177867), Durham, NH for the continued funding of the Innovation Research Center for the period July 1, 2015 through June 30, 2017. **100% General Funds.**

Funding in Fiscal Years 2016 and 2017 is contingent upon availability and continued appropriation, as follows:

	<u>FY 16</u>	<u>FY 17</u>
03-35-35-350510-36150000		
Innovation Research Center		
102-500731 Contracts for Program Services	\$275,000	275,000

**EXPLANATION**

The New Hampshire Innovation Research Center (NHIRC) was established to promote the economic well-being for the State's citizens. The New Hampshire General Court established the NHIRC in 1991 (Chapter 211, RSA 187-A:30-33) for the purpose of providing a mechanism to promote applied and basic scientific, engineering, and associated marketing research and technological transfer to support the New Hampshire business community. The NHIRC is expected to provide a means for improving the competitiveness of New Hampshire business and the upgrading and development of products and processes through the support and cooperation of the State with business. The supported research, innovation, and technology transfer activities are anticipated to preserve and increase the number of jobs in New Hampshire and diversify the economy.

Since the NHIRC's inception in FY 1992, 189 grants have been awarded to 140 companies for projects. The value of these projects totals over \$20M. The NHIRC has awarded almost \$7 million and companies have matched this with over \$13.5 million. During the FY14 - 15 grant period, the NHIRC Oversight Committee issued four RFP solicitations for the Granite State Technology Innovation Grant. A total of at least 50 inquiries, 45 Letters of Intent, 30 proposals were received and 6 grants were awarded.

The NHIRC is housed at UNH in Durham and works cooperatively with the Dartmouth College, Plymouth State University, and Keene State College's to provide New Hampshire businesses and industries with the means for improving their competitiveness, and the development of new and the upgrading of old products. The NHIRC is a key element in the support services provided by



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the state to encourage the retention and expansion of commercial and industrial businesses by supporting their research and development efforts. Completed NHIRC projects have resulted in the creation of new and/or retention of existing jobs in New Hampshire, increased economic activity, and increased tax revenue with a return of investment of more than 2 to 1 on NHIRC dollars spent.

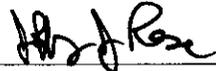
The Attorney General's office has approved this agreement as to form, substance and execution.

Respectfully submitted,

Concurred,



Carmen Lorentz, Director



Jeffrey J. Rose, Commissioner

**COOPERATIVE PROJECT AGREEMENT**

between the

STATE OF NEW HAMPSHIRE, **Department of Resources and Economic Development**

and the

**University of New Hampshire** of the UNIVERSITY SYSTEM OF NEW HAMPSHIRE

- A. This Cooperative Project Agreement (hereinafter "Project Agreement") is entered into by the State of New Hampshire, **Department of Resources and Economic Development**, (hereinafter "State"), and the University System of New Hampshire, acting through **University of New Hampshire**, (hereinafter "Campus"), for the purpose of undertaking a project of mutual interest. This Cooperative Project shall be carried out under the terms and conditions of the Master Agreement for Cooperative Projects between the State of New Hampshire and the University System of New Hampshire dated November 13, 2002, except as may be modified herein.
- B. This Project Agreement and all obligations of the parties hereunder shall become effective on the date the Governor and Executive Council of the State of New Hampshire approve this Project Agreement ("Effective date") and shall end on **6/30/17**. If the provision of services by Campus precedes the Effective date, all services performed by Campus shall be performed at the sole risk of Campus and in the event that this Project Agreement does not become effective, State shall be under no obligation to pay Campus for costs incurred or services performed; however, if this Project Agreement becomes effective, all costs incurred prior to the Effective date that would otherwise be allowable shall be paid under the terms of this Project Agreement.
- C. The work to be performed under the terms of this Project Agreement is described in the proposal identified below and attached to this document as Exhibit A, the content of which is incorporated herein as a part of this Project Agreement.

**Project Title: FY 16 and 17 New Hampshire Innovation Research Center (NHIRC)**

- D. The Following Individuals are designated as Project Administrators. These Project Administrators shall be responsible for the business aspects of this Project Agreement and all invoices, payments, project amendments and related correspondence shall be directed to the individuals so designated.

**State Project Administrator**

Name: Christopher S. Way  
 Address: Division of Economic Development  
 172 Pembroke Road  
 PO Box 1856  
 Concord, NH 03302-1856  
 Phone: 603-271-2341

**Campus Project Administrator**

Name: Dianne Hall  
 Address: University of New Hampshire  
 Sponsored Programs Administration  
 51 College Rd. Rm 116  
 Durham, NH 03824  
 Phone: 603-862-1942

- E. The Following Individuals are designated as Project Directors. These Project Directors shall be responsible for the technical leadership and conduct of the project. All progress reports, completion reports and related correspondence shall be directed to the individuals so designated.

**State Project Director**

Name: Christopher S. Way  
 Address: Division of Economic Development  
 172 Pembroke Road  
 PO Box 1856  
 Concord, NH 03302-1856  
 Phone: 603-271-2341

**Campus Project Director**

Name: Marc Sedam  
 Address: University of New Hampshire  
 UNH Innovation  
 35 Colovos Rd. Gregg Hall Rom 140  
 Durham, NH 03824  
 Phone: 603-862-4130

F. Total State funds in the amount of \$550,000 have been allotted and are available for payment of allowable costs incurred under this Project Agreement. State will not reimburse Campus for costs exceeding the amount specified in this paragraph.

Check if applicable

Campus will cost-share \_\_\_\_\_ % of total costs during the term of this Project Agreement.

Federal funds paid to Campus under this Project Agreement are from Grant/Contract/Cooperative Agreement No. \_\_\_\_\_ from \_\_\_\_\_ under CFDA# \_\_\_\_\_. Federal regulations required to be passed through to Campus as part of this Project Agreement, and in accordance with the Master Agreement for Cooperative Projects between the State of New Hampshire and the University System of New Hampshire dated November 13, 2002, are attached to this document as Exhibit B, the content of which is incorporated herein as a part of this Project Agreement.

G. Check if applicable

Article(s) \_\_\_\_\_ of the Master Agreement for Cooperative Projects between the State of New Hampshire and the University System of New Hampshire dated November 13, 2002 is/are hereby amended to read:

H.  State has chosen **not to take** possession of equipment purchased under this Project Agreement.  
 State has chosen **to take** possession of equipment purchased under this Project Agreement and will issue instructions for the disposition of such equipment within 90 days of the Project Agreement's end-date. Any expenses incurred by Campus in carrying out State's requested disposition will be fully reimbursed by State.

This Project Agreement and the Master Agreement constitute the entire agreement between State and Campus regarding this Cooperative Project, and supersede and replace any previously existing arrangements, oral or written; all changes herein must be made by written amendment and executed for the parties by their authorized officials.

IN WITNESS WHEREOF, the University System of New Hampshire, acting through the **University of New Hampshire** and the State of New Hampshire, **Department of Resources and Economic Development** have executed this Project Agreement.

**By An Authorized Official of:  
University of New Hampshire**

Name: Karen M. Jensen  
Title: Manager, Sponsored Programs Administration  
Signature and Date: [Signature] 6/4/15

**By An Authorized Official of: the New  
Hampshire Office of the Attorney General**

Name: Brian Buonamano  
Title: AA6  
Signature and Date: [Signature]

**By An Authorized Official of:  
Department of Resources and Economic  
Development**

Name: Jeffrey J. Rose  
Title: Commissioner  
Signature and Date: [Signature] 6/8/15

**By An Authorized Official of: the New  
Hampshire Governor & Executive Council**

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Signature and Date: \_\_\_\_\_

## EXHIBIT A

- A. Project Title:** FY 16 and 17 New Hampshire Innovation Research Center (NHIRC)
- B. Project Period:** July 1, 2015 - June 30, 2017
- C. Objectives:** To promote the economic well-being for the State's citizens, the New Hampshire general court established an innovation research center in 1991 (Chapter 211, RSA 187-A:30-33) for the purpose of providing a mechanism to promote applied and basic scientific, engineering, and associated marketing research and technological transfer to support the New Hampshire business community. The center is expected to provide a means for improving the competitiveness of New Hampshire business and the upgrading and development of products and processes through the support and cooperation of the State with business. The supported research, innovation, and technology transfer activities are anticipated to preserve and increase the number of jobs in New Hampshire and diversify the economy.

This center shall foster cooperative business and university research partnerships to increase the pace of innovative technology developments that expand the New Hampshire economy, increase the number and quality of jobs in New Hampshire, and cause New Hampshire to be more competitive in the world economy. The NHIRC shall become the foremost advocate in the state for applied science and technology, bridging the gap between industry and academia by the judicious application of "Innovation Investment" competitive contract awards and other developmental support to New Hampshire business. The NHIRC shall seek to expand the available "Innovation Investment" funds by leveraging NHIRC talent and the available grant money provided by the legislatures to pursue and capture Federal and other appropriate funds to increase the pace of innovation and job creation in New Hampshire.

The general court specified that the New Hampshire Department of Resources and Economic Development (DRED) would enter into a grant program with the University of New Hampshire (UNH) to establish a Center for Innovation Research at the Durham campus. Through the grant program, the center would provide applied and basic scientific, engineering, and associated marketing and research capability and technology transfer in support of New Hampshire's industrial and business community. To accomplish this, the center is expected to draw upon expertise within USNH or Dartmouth College (or another NH provider if necessary.) The center may pool its funds with those of other entities, either public or private, for the purpose of delivering services to New Hampshire businesses and industries. To be eligible to receive grant-funded services, businesses and industries must have an ongoing business within the State or an announced intention to locate a business in the State. The program requires that each business or industry receiving grant-funded services match State funds at least dollar for dollar with cash or in-kind and equipment contributions.

The NHIRC may provide services other than grants including but not limited to training regarding the capture and protection of intellectual property, strategic thinking and strategy development, and proposal writing. The assistance might be from the NHIRC director or by small subsidies to assist in the identification and funding of consultants to help the company, or other creative means approved by the NHIRC Oversight Committee.

#### NHIRC Progress to Date:

The NHIRC solicits proposals for technology development and innovation projects through a Request for Proposals (RFP) to be awarded as a Granite State Technology Innovation Grant. These grants expand the research activities of an industry partner by providing funds for collaboration with university faculty and laboratories.

Since the NHIRC's inception in FY92, 189 grants have been awarded to 140 companies for projects. The value of these projects totals over \$20M. The NHIRC has awarded almost \$7M and companies have matched this with over \$13.5M. During the FY14-15 grant period, the NHIRC Oversight Committee issued four RFP solicitations for the Granite State Technology Innovation Grant. A total of at least 50 inquiries, 45 Letters of Intent, and 30 proposals were received and 6 grants were awarded. Since its inception the NHIRC awards have been leveraged with federal dollars including to date: \$32M in SBIR awards and \$25M in additional federal funding for NH educational institutions through EPSCoR, creating a 20:1 total leverage of state funds. 650 jobs have been created or retained and awardees have raised over \$900M in additional funding creating many marketed products.

#### Objectives for Project period (July 1, 2015-June 30, 2017)

This cooperative project between DRED and UNH is intended to assure continued delivery of effective and efficient assistance programs, and networking relationships for New Hampshire businesses and industries through continued operation of the NHIRC. Results of NHIRC programs and relationships help contribute to economic growth, and the State benefits through enhanced tax revenues, the creation of new businesses and jobs, and growth through business technology transfer. NHIRC objectives for the performance period are the following:

- \* Match company needs with the applied and basic research capabilities of UNH and Dartmouth College, or other providers as appropriate, in order to develop new products and to enhance existing projects.
- Promote the acquisition by New Hampshire companies of at least \$200,000 in federal funds such as SBIR/STTR awards during the Project Period
- Facilitate technology transfers (e.g., efficient passage of a UNH or Dartmouth College Invention to commercial success in the private sector.)
- To the extent possible, cooperate and integrate with DRED, PTAP, SBIR, STIR, and NH Manufacturing Extension Program (MEP); and other technology transfer initiatives conducted in the State.
- Leverage the NH EPSCoR program by focusing grants in target areas having the greatest

economic development potential for NH as identified by the EPSCoR process. Measure and evaluate programs and communicate the impact to the citizens of New Hampshire.

**D. Scope of Work:** The NHIRC will assist New Hampshire businesses foster product and/or process innovation through collaborative research and development projects with faculty at USNH, Dartmouth or other NH academic institutions.

## Program

### 1. Innovation Grants

The NHIRC will bring forward sufficient proposals such that new grants can be awarded each fiscal year. Upon announcing a RFP, the NHIRC office will work with a New Hampshire company official, engineer, or other appropriate personnel to determine if an NHIRC grant is appropriate. If so, upon receiving a letter of intent, the office will assist that company in finding a researcher at a NH academic institution with the expertise, willingness, and availability to direct the project. Together, the company representative and the researcher will develop a project plan and budget and will submit a final proposal according to the guidelines. The office will assist both parties to develop a quality proposal to present to the NHIRC Oversight Committee. Final determination as to which projects and the amount to be awarded is determined by the NHIRC Oversight Committee. A company must sign the offered agreement within 60 days of being notified of the award or the grant offer will be withdrawn. The office will monitor project progress and request required reports through project close out. All awardees will be expected to leverage their NHIRC award dollars with federal dollars or venture capital.

### 2. Small Business Innovation Research (SBIR)/Small Business Technology Transfer (STTR)

For awarded companies that are eligible for SBIR or STTR assistance, the NHIRC Executive Director will provide training and consulting needed to prepare a company proposal to a federal sponsor. During the project period, the NHIRC will foster the preparation of 3 such proposals and also provide state-wide training to promote the additional submission of proposals by potential NHIRC awardees.

### 3. Leverage with NSF EPSCoR funds

NHIRC projects related to the NH EPSCoR project Ecosystems & Society ([nhpsc.org](http://nhpsc.org)) such as environmental science, environmental engineering, environmental sensors, the development and/or use of sensor technologies to further understand the human and natural environments, and "green" technologies to reduce environmental impact of human activities will be eligible for NH EPSCoR funding. For at least a portion of the biennium that begins July 1, 2015 and ends June 30, 2016, \$30,000 will be available. These funds must be matched 2:1 by the total project dollars of each NHIRC project.

#### 4. Evaluation

All NHIRC program activities will be monitored and evaluated from inception by procedures adopted by the Oversight Committee. Specific evaluation criteria may include but not be limited to the number of clients served, amount of cash, in-kind and equipment contributions matched by clients, number of high quality jobs created or retained in NH, additional funding from federal and private sources leveraged by NHIRC awards, commercialized products or processes, growth in company sales or profits, manufacturing costs saved, new areas of research created by the industry partnership and pursued with other sources of federal funding, technological innovation results, transfer of technology from academia to industry, types of services rendered and results that can be tracked and measured over time by objective means.

During the Project Period, the NHIRC will quantify and substantiate, to the greatest extent possible, the economic impact on and cost benefit to the State of New Hampshire from NHIRC programs.

#### 3. NHIRC Oversight Committee

An Oversight Committee, composed of persons as designated in Chapter 211, RSA 187-A:32, will continue to set the policy for, and oversee and direct the operation, of the center. The Oversight Committee will maintain its own operating by-laws in a manner consistent with the intent of Chapter 211, RSA 187-A:30-33. The Oversight Committee may issue recommendations to UNH and DRED, and may assume a public position on an economic technology issue.

The Oversight Committee consists of DRED's Commissioner or designee; one member of the New Hampshire House of Representatives, appointed by the Speaker of the House; one member of the New Hampshire Senate, appointed by the President of the Senate; Dean of the UNH College of Engineering & Physical Sciences or designee; UNH's Senior Vice Provost for Research or designee; five members representing New Hampshire business and industry, in the areas of manufacturing, medical devices, software, three of whom represent small and medium- sized businesses, appointed by the Governor of New Hampshire; the director of the Dartmouth College technology transfer office or designee; and one faculty member from UNH School of Law's Intellectual Property, Science and Technology Program, appointed by the UNH School of Law. Attached is the current NHIRC Oversight Committee membership list.

The Oversight Committee will continue ongoing communication as needed and will meet two times per year to review RFP submissions and award grants, to monitor and evaluate all NHIRC program activities and effectiveness of the NHIRC, and to conduct other business as needed.

**#Communications:** NHIRC Program Information will be maintained on the NHIRC website and all project data will be available to the Oversight Committee on the NHIRC Sales force database. All requests for project extensions must be sent to the Executive Director for approval prior to being administered by UNH Sponsored Programs Administration. The Executive Director will maintain ongoing communications with the Oversight Committee. Communications regarding the overall administration of this Project Agreement with DRED will occur on an as-needed basis.

**E. Deliverables Schedule:**

The Campus will post bi-annual project activity reports and meeting minutes of the Oversight Committee on the NHIRC website, including a report of company contributions. The Company representative and Academic investigator will jointly submit a project report containing a detailed analysis of program performance at the end of the project. They will also provide data through an on-line survey, which cumulatively measures the impact of the project on overall state economic development.

The Campus will provide State with NHIRC company contact information upon request and subject to any and all prevailing confidentiality requirements.

**F. Budget and Invoicing Instructions:** Campus will submit its quarterly invoices in the amount of \$68,750 on regular Campus invoice forms for FY16, and for FY17. State will pay Campus within 30 days of receipt of each invoice date unless State provides a written dispute within 15 days of the invoice date to Campus.

BUDGET SUMMARY	FY2016	FY2017	TOTAL
<b>PROGRAM DEVELOPMENT</b>			
Innovation Grants	\$185,723	\$175,723	\$361,446
SBIR/STTR Training	\$20,000	\$30,000	\$50,000
<b>TOTAL PROGRAM COSTS</b>	<b>\$230,723</b>	<b>\$230,723</b>	<b>\$461,446</b>
<b>ADMINISTRATIVE OPERATIONS</b>			
Salaries & Wages	\$49,000	\$49,000	\$98,000
Fringe Benefits	\$18,277	\$18,277	\$36,554
Travel	\$1,000	\$1,000	\$2,000
Supplies/Services (Web)	\$1,000	\$1,000	\$2,000
<b>TOTAL ADMIN COSTS</b>	<b>\$69,277</b>	<b>\$69,277</b>	<b>\$138,554</b>
<b>TOTAL BIENNIUM BUDGET</b>	<b>\$275,000</b>	<b>\$275,000</b>	<b>\$550,000</b>

Campus Authorized Official KS  
Date 6/24/15

## PROGRAM DEVELOPMENT

This budget will support the Granite State Technology Innovation Grants (GSTIG) for projects selected by the RFP process and will be matched 1:1 by each awarded company in a total of cash, in-kind and equipment contributions. Any funds returned due to unanticipated early project completion or as cash obligations due to projects terminated by a company will go back into the GSTIG program budget.

This budget will support SBIR/STTR Training and Consulting for 20k in year 1 and 30k in year 2. The training will be delivered in collaboration with the NH-SBDC

## ADMINISTRATIVE OPERATIONS

### Administration

#### 1. Executive Director

The Executive Director will be funded 5% by the NHIRC. This person is qualified to perform program objectives: establish program delivery and evaluative systems; establish cooperative relationships with individuals, agencies, and organizations; arrange for appropriate promotional activities; negotiate the programmatic terms of grants between UNH and the client companies; and develop short-term and long-term plans for the NHIRC.

The Executive Director is responsible for the overall management and direction of NHIRC programs within Oversight Committee policy. The Executive Director serves as the interface for programmatic purposes with New Hampshire businesses and industries, university faculty, State legislators, and DRED representatives. The Executive Director is a UNH employee and reports to the UNH Senior Vice Provost for Research.

#### 2. NHIRC Support Staff

A Program Manager will be funded 35% by the NHIRC. This person will maintain the NHIRC's office at UNH and is responsible for individual project management including, but not limited to; responding to company inquires and identifying potential faculty partners, assisting development of project proposals, interactions with faculty, review of preliminary proposals, delivery of final proposals to the Oversight Committee for selection and insuring receipt and evaluation of awardee progress reports and final reports.

The Program manager is also responsible for financial management of each project grant, administrative costs, SBIR/STTR training and consulting costs, collecting in-kind match documentation from client companies and requesting contracts, amendments and extensions with UNH Sponsored Programs Administration. This person is responsible to coordinate all program aspects involved in collaborating with the EPSCoR program and other entities in NH that provide assistance for economic development such as the SBDC.

This person is responsible to market the program to NH constituents by way of press releases, the NHIRC website, produce the annual Impact Report and collect, assess and report evaluation metrics to DRED. This person is responsible to provide program support and information required to enable UNH to comply with the terms and conditions of this Project Agreement. This person is a UNH employee and will report to the Executive Director.

G. Other:

1. The project period for this Cooperative Agreement consists of two distinct budget periods as follows: (1) July 1, 2015 through June 30, 2016 and (2) July 1, 2016 through June 30, 2017. Campus will maintain separate financial records for each budget period.
2. Funding of the NHIRC budget for the biennium period July 1, 2015 to June 30, 2017 is \$550,000 subject to legislative approval, and is comprised of \$275,000 for FY16 and \$275,000 for FY 17 if appropriated by the State Legislature for each budget period.
3. Program Development funding cannot be used for Program Administration expenses of the NHIRC without specific written authorization from State. Program Administration funding may be used for Program Development without authorization from State. Balances remaining from the first budget period (July 1, 2015 through June 30, 2016) for either Program Administration or Program Development may be carried forward by Campus to the second budget period (July 1, 2016 through June 30, 2017). Campus shall notify State promptly of all such actions.
4. In the event of a reduction in the funding level as a result of any State-mandated action, State will immediately notify Campus in writing or such action, and an Amendment to this agreement shall be issued by State and executed by both Parties.
5. Using a standard, appropriate format, Campus will enter into a separate legally-binding Cooperative Agreement for each project approval by the NHIRC Oversight Committee in accordance with Campus standard procedures. Upon full execution of a Cooperative Agreement by the client company and Campus, the Campus will forward a copy of the Cooperative Agreement (and any subsequent amendments thereto) to the State Project Administrator. State acknowledges that the project periods encompassed in the Cooperative Agreements between Campus and the companies may extend past the biennium, and Campus does not need to request an extension to the CPA between State and Campus in order to continue billing expenses for projects that extend past the CPA's project period.
6. Campus will enter into separate agreements with other NH Institutions (individually referred to herein as "Partner") for each project approved by the NHIRC Oversight Committee involving only Partner personnel. Campus will delegate contractual authority to Partner's Office of Sponsored Projects, which will then execute a Cooperative Agreement between Partner and their client company. Upon full execution of each Partner agreement, Partner will forward a copy to Campus to establish a billing account and subsequent transmittal of the agreement copy to State. Through the billing process, Campus will maintain the responsibility on behalf of Campus for Partners' accounting of expenditures on grants.

7. Campus will delegate responsibility for the maintenance of all appropriate financial documentation at Partner to Partners' Office of Sponsored Projects. Supporting documentation for all programs and matching contributions conducted on behalf of the NHIRC at Dartmouth will be retained at Partner for review and audit by Campus or State representatives during normal business hours.
8. If the provider of assistance to a client company is to be a university other than Campus or Partner, Campus will follow a procedure similar to that described in the preceding paragraph.
9. Questions of interpretation of the State legislation regarding the appropriateness of a project between the NHIRC and a prospective client shall be reviewed by State prior to Oversight Committee review and discussion and prior to the execution of a Cooperative Agreement between the parties.
10. Any NHIRC project which includes the purchase of equipment shall contain a provision that allows either the company, Campus, or Partner to retain possession that allows either the company, Campus, or Partner to retain possession of such equipment when the project is completed and the company has paid its matching share in full. Final disposition of any equipment shall be agreed to be the company and the NHIRC and approved by the Oversight Committee in advance of a project starting date. A company that purchases equipment deemed necessary to the conduct of the project may be permitted to count the purchase price as part of its matching fund requirement.
11. In the event a company defaults on all or a portion of its matching obligations toward a specific project, Campus and Partner will use their best efforts to resolve the issue with the company but at the same time the State's obligation portion of costs incurred will still be paid to Campus to minimize losses for the work that has already been completed. State, Campus, and Partner will work in good faith to use all means available in order to limit the financial liabilities to all parties.
12. Campus, Partner, or the University whose faculty are engaged in a specific NHIRC project may assess fees on the business or industry involved with a project of up to 5 percent(5%) of the total cost of the project, as allowed under RSA 187-A:31.