

## **Project Assistance Application Instructions**

Directed Energy is pleased that you have chosen to apply for assistance under its programs. The application process for Project Assistance has been developed to ensure that Directed Energy can make informed decisions about an Applicant Company's proposal.

To make sure you are applying to the right program, see: <http://nydirectedenergy.org/programs/dap/>

**Letter of Intent** If there is any doubt as to your eligibility or the appropriateness of your application, please submit a Letter of Intent (LOI): <http://nydirectedenergy.org/programs/dap/loi.pdf>

Please review the eligibility requirements:

<http://nydirectedenergy.org/programs/dap/eligibility.cfm>

and some of the criteria for selection:

<http://nydirectedenergy.org/programs/dap/evaluation.cfm>

**Confidential and/or Proprietary Information** Patentable ideas, trade secrets, proprietary or confidential commercial or financial information, disclosure of which may harm the Applicant Company, should be included in an application only when such information is necessary to convey an understanding of the proposed project. The use and disclosure of such data may be restricted, provided the Applicant Company identifies this information on the cover sheet (see "Confidential and/or Proprietary Information") and in the body of the application itself by using the following Phrases preceding and immediately following each portion of the document containing the confidential and/or proprietary information.

-----  
"The following section contains proprietary information (in bold and italic font) that the proposer requests not be released to persons outside of the review team and only for purposes of review and evaluation."

**< applicant's proprietary information >**

"End of proprietary information section"

-----

**Ownership of Intellectual Property** Intellectual Property developed by the Applicant Company during the project will be the property of Applicant Company. In the rare case that Directed Energy personnel employed at the University at Buffalo are involved in the conception or reduction to practice of Intellectual Property during the Project, ownership will be determined according to the [SUNY Patents and Inventions Policy](#). The Applicant Company is solely responsible for protecting its Intellectual Property.

**Incomplete Proposals** Directed Energy reserves the right to reject or not consider any proposal that is incomplete or inconsistent with what has been requested.

**Reasonable Accommodations** Once a project has been approved and funded, both the Applicant Company and Directed Energy may agree to reasonable accommodations in the scope of work reflecting changing circumstances.

**Active Management** Directed Energy is not designed to be a passive funding organization, but rather one that may become actively engaged in an Applicant Company's project. The final scope of work and budget (subject to Applicant Company approval) may be considerably different than what was proposed.

**Primary Operation Location** Directed Energy is a NYSERDA funded project designed to facilitate a stronger New York state economy. If at any point Client Company moves its primary operation out of New York, assistance will be terminated. Directed Energy committed project funds become immediately repayable as a loan, subject to an interest rate at the lesser of the maximum rate allowed by law or 1.5 % per month, calculated from the time the funds were made available to the Applicant Company.

**Repayment Terms** Directed Energy will negotiate an agreement with an Applicant Company in which terms and provisions will be determined based on the following payback options:

- 1) Directed Energy contributed funds can be paid back by Client Company, either in whole or in part at 0% interest, up to 90 days following successful completion of the program.
- 2) Directed Energy's sustainability program, used to sustain the program for future Applicant Companies, requires that it partake in its Clients' business success. Directed Energy prefers not to take equity in its Clients, but rather to obtain a reasonable royalty on the Applicant's overall sales as represented in the Applicant's tax returns.

**Termination** Directed Energy reserves the right to terminate its funding to a project if, in its sole opinion, the Client is not substantially complying with the course of action agreed to by both Directed Energy and the Client. Similarly, the Client may also terminate the project at any time for any reason, but will in either case be required to refund Directed Energy for its expended funds.

**Termination, continued**

Directed Energy will spend the Client's match before it makes any contribution. If the project is terminated before Directed Energy expends any funds, there is no further financial relationship between Directed Energy and the Client. If either party terminates the project after Directed Energy expends any portion of the funds it has committed, the expended and non-refundable amount becomes a payable loan subject to an interest rate at the lesser of the maximum rate allowed by law or 1.5 % per month, calculated from the time the funds were made available to the Client Company.

**Checklist of Submittals:**

	1. Read Project Assistance Application Instructions (above)
	2. Fill out Project Assistance Application Part A
	3. Answer Project Assistance Application Part B-L as a Word Document and attach to an email along with Part A.
	4. Submit a copy of the Applicant Company's Business Plan (Required)
	5. The application will not be reviewed unless all parts are submitted together.