CONSOLIDATED EDISON COMPANY OF NEW YORK, INC.

SPECIAL CONDITIONS

FOR

RESEARCH AND DEVELOPMENT CONTRACTS

(This document supplements the Consolidated Edison Company of New York, Inc. Standard Terms and Conditions for Service Contracts)

July 1, 2012
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(This document supplements the Con Edison Standard Terms and Conditions for Service Contracts. All capitalized terms used in these Special Conditions shall have the respective meanings ascribed to them in such Standard Terms and Conditions.)

1. **Contract Administration.** Con Edison may designate a "Project Leader" in the Contract or in another writing, who shall act as Con Edison's representative in matters relating to the management of the project for which services under the Contract are being provided. However, the Project Leader is not authorized to obligate Con Edison to pay the Contractor any amount greater than the price stated in the Contract or to amend the Contract. The Contractor shall direct all correspondence with Con Edison relating to the services provided under the Contract to the Project Leader, as well as copies of other related correspondence, including, but not limited to, correspondence with consultants and correspondence with subcontractors, and shall arrange any meetings with Con Edison through the Project Leader.

2. **Progress Reports.** The Contractor shall submit to Con Edison a monthly report covering costs, schedule, and technical progress relating to services performed. All invoices must be accompanied by a status report. The reports shall describe all work accomplished and results achieved during the reporting period, Contract-schedule milestones reached (the first report to include such a schedule if it is not already in the Contract), problem areas and recommended resolutions, and work plans for the upcoming period. All progress reports shall conform to Con Edison's "Style Guidelines for R&D Project Proposals and Reports," a copy of which may be obtained from Con Edison on request. The reports shall also identify expenditures incurred (including any not yet billed) and estimate the portion of work completed against established milestones or tasks, the funds remaining to be spent under the Contract authorization and the cost of completing the remaining services, comparing the actual projected costs and rate of progress. In the event that a schedule of projected contract costs versus milestones/tasks is not included in the Contract, either directly or by incorporation of any in the Contractor's proposal, the first progress report shall include same, and subsequent reports shall make the above comparisons. In the event the Contractor becomes aware that a cost overrun is likely, the Contractor shall notify the Project Leader in writing. The Contractor shall not be paid more than the
limit stated in the Contract unless a revision or modification of the Contract increasing the limit has been issued by the Con Edison Purchasing Department.

3. **Final Report.** Performance of services under the Contract shall not be complete until the Contractor submits, and Con Edison accepts, a comprehensive written final report describing the accomplishments of the project. The final report shall be submitted within ninety (90) calendar days after completion of performance of the Contract. If this is not possible, the Contractor shall notify Con Edison in writing (at the time of the proposal) when it will be submitted. The report shall contain a 100-150 word abstract highlighting the major results achieved and an executive summary describing these results and providing recommendations based upon them. The body of the report shall set forth in detail the technical approach, accomplishments, results and conclusions, including the state-of-the-art in the relevant field. The Contractor shall provide the number of copies of the final report stated in the Contract; if none is specified, a minimum of five copies shall be provided. The final report shall conform to Con Edison's "Style Guidelines for R&D Project Proposal and Reports." The Contractor shall submit a draft of the final report to Con Edison for review and approval prior to its issuance. Any changes recommended by Con Edison shall be included when the report is issued in final form. If the Contractor believes them to be inconsistent with the Contractor’s own findings or conclusions, the Contractor shall initiate discussions with Con Edison with a view towards reconciling differences. If not specified in the Contract, 10% of the total Contract cost or $15,000, whichever is greater, shall be withheld until delivery and acceptance of the final report.

4. **Publicity.** Under no circumstances shall the Contractor use Con Edison’s name or otherwise refer to Con Edison, or issue, or permit to be issued, any press release, report, advertisement or literature, of any kind, or conduct or permit to be conducted any interview or news conference referring to the services or to the project for which services are being provided under the Contract, without the prior written approval of Con Edison. In any such approved press release, report, advertisement or literature or at any such interview or news conference, the Contractor shall identify Con Edison as the (a) sponsor of the project and the related services and (b) source of funding for the project and the related services. No information regarding scientific or technical developments made or conceived in the course of, or under, the Contract shall be released or published without the prior written approval of Con Edison.

5. **Data.** The Contractor shall maintain detailed books, records, reports, research notes, charts, graphs, drawings, computations, analyses, recordings, photographs, computer programs (including documentation, descriptions and copies of source code), samples of materials and all
other data generated hereunder (herein referred to as "Data") of all work done and results achieved in the performance of the Contract. All Data shall become the property of Con Edison and be delivered to Con Edison, if requested, at the completion of the project. Until the Data is delivered to Con Edison, the Contractor agrees to permit Con Edison’s representatives to examine and review it at reasonable times. Prior to its disclosure to the public by Con Edison, the Contractor shall not publish or disclose any Data or any information concerning Data to third parties without obtaining Con Edison’s prior written approval.