

NYSERDA Clean Heat Connect Initiative – Participation Agreement

_____ (“Company”) hereby enters into this Participation Agreement (the “Agreement”) to participate in New York State Energy Research and Development Authority’s (NYSERDA) Clean Heat Connect Initiative (“Initiative”), implement market interventions described in the Initiative’s program manual (online source TBD), and exchange feedback and information with other partner network members and NYSERDA via its implementation contractor TRC. The Initiative aims to support increased sales and installations of cold climate air source heat pumps in New York by providing additional resources and training opportunities to installation contractors. Resources and trainings will be delivered or disseminated by the Company with support from NYSERDA and the Company will share information and data concerning the outcomes and results from a series of interventions.

Benefits

By participating in the Clean Heat Connect Network participants receive:

- Exclusive access to NYSERDA content and resources;
- Access to new training initiatives, including train-the-trainer opportunities;
- Prominent listing and logo-display on forthcoming online-toolkit portal, where NYSERDA and NYS Clean Heat, a collaborative effort between New York Electric Utilities and NYSERDA to help achieve the New York State heat pump goals and build the market infrastructure for a low-carbon future, will direct new contractors for resources;
- Potential for higher sales volumes, shorter stock turnover, fewer warranty claims, and;
- Potential to add new contractor customers.

Expectations

The Initiative will host quarterly meetings with all partners and ad hoc meetings between NYSERDA and individual partners approximately once per month, along with less formal engagement via email, phone or other platforms with higher frequency. Meetings will discuss new or ongoing initiatives, challenges and successes, and market trends and developments.

To participate in the Clean Heat Connect Network, the Company agrees to:

- Provide an individual who will act as a champion for the Initiative and be NYSERDA’s primary point of contact;
- Attend all partner meetings and ad hoc meetings as reasonably requested by NYSERDA and its affiliates;
- Make a good-faith effort to implement Initiative activities;
- Share successes and challenges in implementation;
- Share key data, such as trainee attendance data, to be established in coordination with NYSERDA and reported in a mutually agreed-upon format;
- Follow mutually established qualification requirements for trainees and training commitments for each instructor being trained at any train-the-trainer events.

Data Usage and Confidentiality

The Initiative will not seek nor require specific quantitative sales data from Network Participants. Qualitative sales information may come across in discussion of program initiatives success and challenges. Any confidential customer or sales data or information provided by the Company to NYSERDA and its affiliates as part of the Initiative shall be used to implement the Initiative and to track and analyze trends to evaluate the effectiveness of the initiative.

The NYS Freedom of Information Law, Public Officers law, Article 6, provides for public access to information NYSERDA possesses. Public Officers Law, Section 87(2)(d) provides for exceptions to disclosure for records or portions thereof that "are trade secrets or are submitted to an agency by a commercial enterprise or derived from information obtained from a commercial enterprise and which if disclosed would cause substantial injury to the competitive position of the subject enterprise." Information submitted to NYSERDA that the proposer wishes to have treated as proprietary, and confidential trade secret information, should be identified and labeled "Confidential" or "Proprietary" on each page at the time of disclosure. This information should include a written request to except it from disclosure, including a written statement of the reasons why the information should be excepted. See Public Officers Law, Section 89(5) and the procedures set forth in 21 NYCRR Part 501 <https://www.nyserda.ny.gov/About/-/media/Files/About/Contact/NYSERDA-Regulations.ashx>. However, NYSERDA cannot guarantee the confidentiality of any information submitted.

Relationship of the Parties

The relationship of the parties to this Agreement is that of independent contractors. Nothing in this Agreement shall be construed as creating a Partnership, joint venture, employment, agency, legal representation or other relationship between NYSERDA and Company for any reason, including but not limited to unemployment, workers' compensation, employee benefits, expense reimbursement, vicarious liability, professional liability coverage or indemnification. Neither party shall have the right, power or authority to obligate or bind the other in any manner not specified in this Agreement.

This Agreement shall be effective upon signature by an authorized representative of the Company, shall supersede prior Agreements, and may be amended upon the mutual written agreement of both parties.

Term

The provisions of this Agreement are effective from the date of execution through December 31, 2023 unless sooner terminated. The Company or Initiative has the right to terminate this Agreement at any time and for default or convenience. Signatories will provide at least ten (10) days prior written notice for termination for convenience.

Attestation

I, the undersigned, certify that I have the legal authority to commit the organization I represent as designated below to the above terms.

COMPANY

Signature

Title

Printed Name

Date