



AEP Texas (North Division) Memorandum of Understanding SCORE®/CitySmart® Program

Program Overview

AEP Texas - North Division (“Sponsor”) is proud to offer the SCORE/CitySmart Program (the “Program”), aimed at improving the energy efficiency of K-12, higher education, and local government facilities located within its service territory. AEP Texas has contracted with CLEARResult Consulting, Inc. (“CLEARResult”) to implement the Program. _____, (herein referred to as “Participant”) recognizes that it is a willing participant of this **no cost** program. This Program is designed to help reduce energy bills for its facilities, allowing for the allocation of operating funds for other needs. The Program is aimed at improving the usability and comfort of its facilities. This Memorandum of Understanding (MOU) reflects the **voluntary collaboration** between your organization and the SCORE/CitySmart Program, and details the commitments of each party in order to improve energy efficiency in your facilities. *Sponsor will provide these services at **no cost** to the Participant with the understanding that the Participant will exert its best efforts to complete the applicable steps below and implement cost-effective energy efficiency recommendations.*

Program Offerings

The Program will:

- Identify and assess cost effective energy efficiency measures (“EEM”) that can help to make facilities less costly to operate, and more comfortable to use.
- Assist, analyze, and incentivize new construction projects to help make the building more efficient than what the code mandates.
- Develop an “Energy Master Plan” that outlines administrative and financial decision-making criteria for energy efficiency improvements, installation of EEM, and maintenance and operation procedures (Participants must be selected by the Program for these non-cash incentive items).
- Pay the Participant **\$0.04/kWh- \$0.05/kWh** for documented energy reduction for eligible energy efficiency savings achieved by projects completed no later than **November 1** of the Program year.

The Participant will:

- Return a signed copy of this MOU and provide a W-9.
- Implement EEM identified during walk-through energy assessments of the SCORE/CitySmart Program.
- Procure and manage contractor(s) to perform EEM.
- Return a signed copy of the Project Application Form to reserve financial incentives for its project(s).
- Provide any requested energy usage and building information required to complete a benchmarking analysis.
- Attend a facilitated workshop on Energy Master Plan development and obtain senior management approval of the Energy Master Plan.
- Grant Sponsor and CLEARResult the right to use Participant’s name and information to promote participation in the Program.

Acceptance of Agreement

By signing below, Participant accepts and acknowledges this MOU, including the attached Standard Terms and Conditions for Participants, and certifies that the information Participant has provided is true and correct. The signatory also represents that they are authorized to enter into this MOU on behalf of Participant. This MOU will automatically renew from year to year.

Participant

Signature: _____
 Printed Name: _____
 Title: _____
 Company Name: _____
 Address: _____
 City, State, ZIP: _____
 Email: _____
 Phone: _____
 Date: _____

CLEARResult

Signature: _____

 AEP Texas Program Manager
 CLEARResult
 6504 Bridge point Parkway – Ste 425
 Austin, TX 78730

 AEP-Efficiency@CLEARResult.com
 Date: _____



STANDARD TERMS AND CONDITIONS FOR PARTICIPANTS

These Standard Terms and Conditions for Participants and the MOU (collectively, the “**Agreement**”) are made and entered into by and between CLEAResult Consulting Inc., a Texas corporation and/or an affiliate thereof (“**CLEAResult**”), and Participant for the purpose of evaluating energy efficient measures (“**EEM**”) under the Program funded by Sponsor. CLEAResult and Participant may be referred to in this Agreement individually as a “Party” and collectively as the “Parties.” The Parties acknowledge and agree that the state regulatory governing body (the “**PUC**”), Sponsor and Contractor are third party beneficiaries of this Agreement. In consideration of the mutual covenants and agreements set forth below, the adequacy and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **ACCESS AND PARTICIPATION.** Participant agrees to support CLEAResult and assign a representative to facilitate services provided under this Agreement. Participant acknowledges its intent to install EEM using Program incentives and agrees that any EEM will be installed within the agreed timeframe provided on Project Application Form. Participant agrees to allow CLEAResult to access its facilities, energy use and cost information for the purposes of implementing this Agreement. If Participant is a tenant, Participant represents that by signing this document they have obtained the property owner’s permission to install EEM under this Agreement. Participant agrees not to use the name or identifying characteristics of Sponsor or for any advertising, sales promotion, or other publicity of any kind. Participant also confirms that it has not and will not receive rebates, incentives or services for any measures installed under this Program from another program funded by Sponsor. The Program may be modified or terminated without prior notice and this Agreement is subject to modifications by Sponsor.
2. **ELIGIBILITY.** Sponsor determines eligibility of Participants at its sole discretion. CLEAResult may request verification of eligibility requirements at any time during the Program period.
3. **INCENTIVE PAYMENT.** Participant acknowledges that incentives will be paid by Sponsor only if: (a) Participant(s) and installed measure(s) or services meet the Program eligibility requirements and the requirements outlined by the Program; (b) measures are installed in eligible project sites; and (c) measures are installed at a project site that has not received incentives from any other of Sponsor’s energy efficiency programs for the same measure(s). Participant understands that Sponsor, in its sole discretion, may withhold incentive payments committed to Participant if a project site is proven ineligible or a project otherwise does not comply with the requirements set forth by the Program.
4. **AUDITING, MONITORING AND VERIFICATION.** Participant also agrees to allow CLEAResult, Sponsor and the PUC to access its facilities for the purpose of confirming Participant’s participation in the Program, inspecting installed EEM, and verifying the energy savings achieved through the Program. Participant agrees to cooperate with CLEAResult, Sponsor and the PUC, as necessary. Participant also agrees to remedy any issue arising from auditing and monitoring results within the timeframe provided by the Program. Participant understands that any incentives may be withheld if Participant refuses to participate in any required verification within a reasonable period. Participant verifies that all EEM is installed in accordance with all applicable federal, state and local laws and manufacturer’s specifications.
5. **CONFIDENTIALITY.** CLEAResult shall keep Participant information confidential. Only Sponsor and the PUC shall be granted access to Participant data as needed or required. Notwithstanding the foregoing, Participant grants the Sponsor and CLEAResult the right to use the name or identifying characteristics of Participant and site information, project photographs, and other facility details in advertising sales promotion or other publicity.
6. **NO WARRANTY.** CLEAResult, SPONSOR AND THE PUC MAKE NO REPRESENTATIONS OR WARRANTIES, AND ASSUME NO LIABILITY WITH RESPECT TO QUALITY, SAFETY, PERFORMANCE, OR OTHER ASPECT OF ANY EEM INSTALLED PURSUANT TO THIS AGREEMENT AND EXPRESSLY DISCLAIM ANY SUCH REPRESENTATION, WARRANTY OR LIABILITY, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT. NOTHING IN THIS AGREEMENT SHALL BE CONSTRUED TO CREATE ANY DUTY TO, ANY STANDARD OF CARE WITH REFERENCE TO, OR ANY LIABILITY TO ANY THIRD PARTY. NEITHER THE PUC, SPONSOR, NOR CLEAResult SHALL BE RESPONSIBLE FOR COSTS OR CORRECTIONS OF CONDITIONS ALREADY EXISTING IN THE FACILITIES INSPECTED WHICH FAIL TO COMPLY WITH APPLICABLE LAWS AND REGULATIONS.
7. **INDEMNIFICATION; LIMIT ON LIABILITY.** TO THE EXTENT ALLOWED BY LAW, PARTICIPANT AGREES TO INDEMNIFY THE PUC, SPONSOR AND CLEAResult AGAINST ALL LOSS, DAMAGES, COSTS AND LIABILITY ARISING FROM ANY CLAIMS RELATED TO ANY PRODUCTS INSTALLED OR SERVICES PERFORMED DURING THE INSTALLATION OR MAINTENANCE OF EEM. NEITHER THE PUC, SPONSOR, CLEAResult, NOR PARTICIPANT SHALL BE LIABLE TO EACH OTHER FOR ANY INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES RELATED TO THIS AGREEMENT.
8. **MISCELLANEOUS.** This Agreement shall be governed by and construed under the laws of the State of Texas, without regard to conflict of law rules. The parties agree that all actions, disputes, claims and controversies arising out of or relating to this Agreement, or the work performed hereunder will be subject to binding arbitration administered in the county where the Participant is located by the American Arbitration Association under its Commercial Arbitration Rules and judgment on the award may be entered in any court having jurisdiction. Participant shall not assign, delegate or subcontract this Agreement or its duties thereunder, in whole or in part, voluntarily or involuntarily (including a transfer to a receiver or bankruptcy estate) without the prior written permission of CLEAResult. CLEAResult may assign its rights and delegate its duties under this Agreement to any third party at any time without Participant’s consent. If any provision of this Agreement is invalid or unenforceable in any jurisdiction, the other provisions in this Agreement shall remain in full force and effect in such jurisdiction and shall be liberally construed in order to effectuate the purpose and intent of this Agreement. The invalidity or unenforceability of any provision of this Agreement in any jurisdiction shall not affect the validity or enforceability of any such provision in any other jurisdiction. The failure of either Party to enforce strict performance by the other of any provision of this Agreement, or to exercise any right available to the Party under this Agreement, shall not be construed as a waiver of such Party’s right to enforce strict performance in the same or any other instance. Sections 1 and 4 through 7 shall survive the term of this Agreement.