



NYSERDA

NEW YORK



Low-rise Residential New Construction Program
PON 2309 - Partnership Agreement
For Builders and
RESNET Accredited Providers

Low-rise Residential New Construction Program - Partnership Agreement

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Low-rise Residential New Construction Program Partnership Agreement

New York State Energy Research and Development Authority's (NYSERDA) Low-rise Residential New Construction Program (Program) incorporates support for constructing New York ENERGY STAR® Homes as well as for certain gut rehabilitation projects which may be eligible to participate and receive the alternative New York Energy \$martSM designation. This Program is designed and intended to encourage the construction of single-family homes and low-rise residential dwelling units which operate more energy efficiently, are more durable, more comfortable, and provide a healthier environment for their occupants than would otherwise be achieved. Technical assistance and financial incentives are offered to builders and developers, as well as to Residential Energy Services Network (RESNET) Accredited Providers and their Home Energy Raters to encourage the adoption of progressive building practices among professional homebuilders and developers while stimulating permanent consumer demand for dwellings that are significantly more energy-efficient than code-built homes. Incentives are available to support the achievement of increased levels of energy performance, up to and inclusive of homes or dwelling units which are designed and constructed to achieve net zero energy performance.

This Program was developed, in part, as a result of coordination with the United States Environmental Protection Agency (EPA), the Residential Energy Services Network (RESNET), RESNET Accredited Providers and their network of Home Energy Raters, as well as through collaboration with New York State's homebuilders. RESNET has adopted the Mortgage Industry National Home Energy Rating System (HERS) Standards as the national procedure for completing a Home Energy Rating to evaluate a newly constructed home's energy efficiency. HERS Standards are officially recognized by the EPA's ENERGY STAR Certified Homes Program. NYSERDA's Program is offered as an enhanced version of the EPA's ENERGY STAR Certified Homes Program, incorporating innovative building practices and advanced technologies.

This Partnership Agreement ("Agreement") establishes the terms and conditions for Builders and RESNET Accredited Providers to participate in these Programs (herein referred to as "Partner-Builder" or "Partner-Provider"; and collectively referred to as "Partner(s)"). For the Partner-Builder and Partner-Provider, this Agreement serves as an Addendum to their EPA ENERGY STAR Homes Partnership Agreement. To participate in these Programs, the Partner-Builder must secure and maintain the services of a qualified Home Energy Rater (Rater). Additionally, the Partner-Builder must secure the services of a qualified HVAC contractor per EPA requirements. The Partner-Builder and their chosen Rater must verify compliance with Program requirements for any project where Program incentives are sought. Requirements for accessing Program incentives are detailed in other sections of PON 2309.

The Partner-Builder agrees to construct and the Partner-Provider, through their chosen affiliate Rater, agrees to affirm the compliance of each home for which incentives will be sought such that the current EPA ENERGY STAR Partnership Agreement, RESNET Standards, and all PON 2309 requirements, are met. NYSERDA agrees to provide technical, financial, and marketing support to Program Partners, which may include the following:

- Limited financial assistance for NYSERDA approved training and continued education;
- The opportunity to respond to leads generated from NYSERDA's large-scale public awareness campaigns;
- Financial incentives offered to the Partner-Builder to encourage the construction or erection of energy efficient residential new construction;
- Financial incentives for the First Plan Review and Confirmed Home Energy Rating provided to a Partner-Builder by their Rater, payable to either the Partner-Builder or the Rater's Partner-Provider;
- Financial incentives offered to the Partner-Provider for each Home Energy Rating successfully completed by their affiliated Raters for projects which participate in this Program;

- Financial incentives offered to Partner-Builders and Partner-Providers, as well as their affiliate Raters, in support of marketing efforts consistent with Program objectives;
- Use of approved NYSERDA marketing materials which can be customized to include the Partner's logo and other company information; and
- Opportunities to participate in other NYSERDA pilot programs or initiatives.

Implementation Services for this Program is separately secured by NYSERDA through a competitive solicitation process, most recently published as the [Request for Proposal \(RFP\) 2522](#).

This Agreement is completely voluntary and may be terminated with written notice at any time and for any reason by either NYSERDA or the Partner. By executing this Agreement, the Partner agrees to play an active role in these Programs by providing high quality and professional residential new construction services. The Partner understands and agrees to all terms and conditions outlined in this Agreement and any associated Program Announcements distributed and/or posted by NYSERDA or NYSERDA's Implementation Contractor, all of which are incorporated herein by reference.

NYSERDA reserves the right to make changes to this Program upon notice to the Partner. Such notification shall be sent to the Partner by e-mail and subsequently published within the appropriate section of [PON 2309](#). In all cases, or at any time, NYSERDA's failure to enforce any provisions of this Agreement shall not constitute a waiver of such provisions, nor does it limit NYSERDA's ability to enforce such provisions in the future. This Agreement must be fully executed by NYSERDA for the applicant to be considered a Program Partner.

Article I. Partnership Application

Section 1.01 Submission requirements:

To become a Partner, the applicant must demonstrate to NYSERDA that the minimum eligibility requirements to serve as a Partner-Builder or Partner-Provider as detailed in PON 2309 have been met. NYSERDA will evaluate each Partnership application prior to executing the Agreement. Key evaluation criteria include, but are not limited to: the applicant's commitment to ethical business practices, the ability to operate a business within the State of New York, and if applicable, the past performance of the applicant, e.g., the quality of work observed through the Program's quality assurance or quality control (QA/QC) processes, willingness to correct deficiencies discovered during QA/QC site visits or technical reviews, and compliance with the terms of this and prior Agreements.

The applicant shall provide the information detailed below when submitting its application to NYSERDA for consideration. Program Partners must immediately submit any changes or updates to this information to NYSERDA, in writing, and verify the information's accuracy whenever requested by NYSERDA or NYSERDA's representatives:

- Legal Name and address of company, or any other names used (i.e., dba, etc.);
- Telephone Number, Fax Number, E-Mail Address;
- Names and titles of those persons authorized to represent the firm;
- Federal Employer Identification Number;
- Year firm was established;
- Name and address of parent company (if applicable);
- Indicate type of firm: Partnership, Corporation (indicate State incorporated in), Sole Proprietor, Joint Venture (list venture partners), LLP, LLC, or Other (explain);
- Partner-Builder applicants must identify the Rater(s) that the Partner-Builder applicant intends to secure for purposes of participating in these Programs;
- Partner-Provider applicants must identify all Raters who are currently affiliated with the Provider-Partner and intend to serve projects in New York State as an affiliate to the Partner-

Provider applicant. NYSERDA must be notified by the Partner-Provider immediately whenever a Rater's affiliation has changed, by either addition or deletion;

- List of all NYSERDA programs in which the business or its primary contact(s) have participated over the past five (5) years.

Applicants are prohibited from representing themselves as Program Partners or representing that they are eligible to provide Program benefits (incentives) unless and until this Agreement has been fully executed and emailed notification has been received from NYSERDA.

Section 1.02 To become a Partner, the following steps must be completed:

- (a) Become a Participant in the EPA ENERGY STAR Certified Homes Program:** The applicant must first achieve 'active' participation in the EPA's ENERGY STAR Certified Homes Program. To view the details on the EPA's participation requirements and application process, or to verify active participation status in the EPA's ENERGY STAR Certified Homes program, please contact the EPA directly by calling the ENERGY STAR Hotline (888) STAR-YES / (888-782-7937) or by visiting the EPA website: <http://www.energystar.gov>
- (b) Select Program Partner:** An applicant applying to serve as a Partner-Builder is required to contract with a Rater qualified to serve projects in this Program. It is the sole responsibility of the Partner-Builder to verify that their chosen Rater is affiliated with a Partner-Provider listed on NYSERDA's website. Partner-Builder applicants must secure the services of a qualified HVAC contractor per EPA requirements.
- (c) Submit Signature Form to NYSERDA:** Read PON 2309, agree to all terms outlined in this agreement, sign, and submit the completed Signature Form to NYSERDA at the address provided on the Signature Form. NYSERDA will only accept the original signed document. Signature Forms sent via fax, e-mail, or other electronic communication will not be accepted. All required documentation outlined in PON 2309 must accompany the Signature Form.
- (d) Receive confirmation from NYSERDA of the Agreement's execution**
NYSERDA will execute an Agreement only when the applicant has submitted all required information and the information is verified. The decision to fully execute an Agreement is at the sole discretion of NYSERDA.

Article II. Eligibility, Incentive Requests, and Incentive Payments

Section 2.01 Eligible Building Type

For the purposes of these Programs, residential new construction is defined as the ground-up new construction of residential dwelling unit(s) contained within buildings of not more than three (3) stories in height. Additionally, residential buildings which are more than three (3) stories in height and determined to be eligible to participate in the EPA's ENERGY STAR Homes program will be considered for eligibility on a case-by-case basis. Dwelling units which will be "gut-rehabbed" or fully rehabilitated will also be considered by NYSERDA for eligibility on a case-by-case basis. Gut rehab projects which are not able to meet specific aspects of the EPA ENERGY STAR Certified Homes program requirements as detailed in the EPA 'Water Management System Builder Checklist' may be eligible to participate and receive NYSERDA incentive as offered through PON 2309. Those gut rehab projects would not be designated as EPA ENERGY STAR Certified Homes but may be eligible for the New York Energy \$mart designation. Technical requirements are provided in more detail within the Low-rise Performance Supplement section of PON 2309. Buildings which, per the relevant section of the Building Code of New York State, are defined as Institutional, or are R-1 and primarily transient in nature such as hotels or motels, are not eligible to participate. Sole discretion for determination of eligibility to participate resides with NYSERDA. Eligibility criteria and technical requirements are provided in more detail elsewhere within PON 2309. Sole discretion for determination of eligibility to participate resides with NYSERDA.

Section 2.02 Incentive Eligibility

Program benefits and incentives are offered in support of the construction, Home Energy Rating, and marketing of new residential dwelling unit(s) in compliance with all terms of this Agreement. To be eligible for program participation, a project applicant must be, or be capable and intend to be, a New York State electricity distribution customer of a participating utility company who pays into the System Benefit Charge (SBC).

Projects that received any utility program incentive for a program funded through the System Benefits Charge (SBC) within one (1) year prior to the date of application to this Program are not eligible to participate in this program without prior written authorization from NYSERDA. Additionally, any project that is eligible to receive a payment under this Program agrees to NOT pursue any utility program incentive for a program funded through the System Benefits Charge within one (1) year without prior written authorization from NYSERDA. Any project that is found to have received a utility program incentive during this timeframe, even for improvements not included in the NYSERDA Project Work, will automatically forfeit their incentive payment(s) from NYSERDA and this Agreement shall be terminated unless the required prior authorization has been secured from NYSERDA.

Section 2.03 Incentive Requests

Only those incentive requests which are complete, accurate, and submitted within the required timeframe will be accepted and processed. Incentive Applications and submission requirements are provided within the Incentive Summary section of PON 2309.

Section 2.04 Incentive Payments

It is expressly understood that neither NYSERDA, nor its Program Implementation Contractor, will initiate the processing of any Incentive Application until all required Program documentation has been received.

Article III. Technical requirements

The Partner-Builder must meet the U.S. EPA's ENERGY STAR Certified Homes program and NYSERDA's requirements, inclusive of the requirements detailed within the Low-rise Performance Supplement section of PON 2309.

Article IV. Consumer Relations

Section 4.01 Consumer Inquiries

The Partner shall promptly and appropriately respond to any Program inquiries or referrals.

Section 4.02 Consumer Referrals

The Partner shall accept Program referrals and shall make every reasonable effort to encourage participation in these Programs. When providing Program services to these referrals, the Partner shall do so in accordance with all aspects of PON 2309, including this Agreement.

Section 4.03 Timely Communication

The Partner shall respond to consumer inquiries in a timely manner, and ensure prompt and accurate reporting, when requested by NYSERDA, regarding any resulting actions.

Article V. Business Practices and Related Requirements

The Partner is expected to be an ambassador for NYSERDA and this Program. Any conduct to the contrary will result in disciplinary action. Under this Agreement, each Partner commits to promoting this Program and the mission of improving the energy performance, durability, comfort, and safety of newly constructed residential housing. All Partners shall remain in full compliance with the terms of this Agreement including the following business practices:

Section 5.01 Professional Conduct

The Partner shall treat all consumers fairly and deliver promised services in a timely, competent, professional, and reasonable manner. The Partner shall not engage in behavior that adversely impacts NYSERDA, tarnishes NYSERDA's service marks, and/or diminishes the profession or service in the eyes of the public.

Section 5.02 Professional Courtesy

The Partner and all its employees shall conduct themselves in a professional, respectful, and reasonable manner when interacting with any NYSERDA staff and representatives of NYSERDA's Program Implementation Contractor.

Section 5.03 Service Levels to these Programs

To retain eligibility to participate as a Program Partner, a minimum of one (1) project must be served by the Partner in each calendar year.

Section 5.04 Program Representations

The Partner shall not engage in unfair or inaccurate representations of NYSERDA, or NYSERDA's Program Implementer Contractor, and affiliates.

a) Partner

The Partner shall properly and accurately represent the relationship of the Partner and its subcontractor(s) to the State of New York, NYSERDA, and to NYSERDA's Program Implementation Contractor. This relationship shall be that the Partner is independent of and voluntarily participating in these Programs.

The Partner shall not represent itself as working for, approved by, or certified by, the State of New York, NYSERDA, or their Program Implementation Contractor. The Partner shall not represent that the services it provides, or the materials it uses, are in any way endorsed or approved by the State of New York, NYSERDA, or the Program Implementation Contractor.

b) Non-Participating Subcontractor

A non-participating subcontractor of a Partner shall not represent itself as a Program Partner or as able to offer Program services and benefits. Additionally, any subcontractor of a Partner shall not represent itself as working for, approved by, or certified by the State of New York, NYSERDA, or the Program Implementation Contractor.

Section 5.05 Distribution of Program Information

a) Distribution to a Non-Participating Contractor

Program marketing materials are intended for the exclusive use by the Partner. Any Partner found to be providing Program marketing material to a non-participating builder or subcontractor, for the intent of distribution to prospective homebuyers by the non-participant, will be subject to disciplinary measures.

b) Program Materials

To ensure the homebuyer is educated and well informed of the features and benefits of these Programs and able to make an informed decision, the Partner shall distribute Program-related information and materials to its prospective customers.

Section 5.06 Computer, Operating System, and Internet Access Requirements

All Partners must have and maintain an active e-mail account, maintain access to a computer with the capability to send and receive e-mails, and maintain the capability for proper use of the various forms provided. The Partner-Provider shall acquire and use RESNET-approved rating software for building analysis, energy savings estimation, and reporting. The Partner-Provider's affiliate Raters shall actively pursue training and become expert in the use of the RESNET-approved rating software.

Section 5.07 New York State Uniform Fire Prevention, Building Code, and Energy Conservation Construction Code

It is the sole responsibility of the Partner-Builder and its subcontractors to meet the requirements identified by the New York State Department of State Division of Code Enforcement and Administration in the New York State Uniform Fire Prevention, Building Code and Energy Conservation Construction Code and all other legal requirements for the construction or erection of the structure.

Section 5.08 Licensing

Currently, the State of New York does not require licensing of builders. However, counties and other local jurisdictions may require licensing. It is the sole responsibility of the Partner-Builder and its

subcontractors, including their chosen Rater, to obtain and maintain any licenses required for the construction of a new residential structure within the State of New York. The Partner-Builder shall produce copies of current licenses upon request by NYSERDA, or the Program Implementation Contractor.

Section 5.09 Permits

It is the sole responsibility of the Partner-Builder and its subcontractors to obtain and comply with the terms of any permits required for the construction of a new residential structure. The Partner-Builder shall produce copies of applicable permits upon request by NYSERDA, or the Program Implementation Contractor.

Section 5.10 Insurance

The Partner-Builder shall maintain the insurance coverage associated with the construction or erection of a new residential structure; and the Rater and the Partner-Provider shall maintain the insurance coverage associated with providing home energy rating services to builders of residential new construction projects; as required by the State of New York and the local municipalities. The Partner shall produce copies of insurance coverage upon request by NYSERDA, or the Program Implementation Contractor.

Section 5.11 Warranty

The Partner shall provide a warranty in compliance with NYS General Business Law §777-a [1].

Section 5.12 Contract Compliance

It is the sole responsibility of the Partner to ensure that all contracts and subcontracts used in the execution of providing Program services are written in full compliance with applicable federal, state, and/or local law(s).

Section 5.13 Dispute Resolution and Indemnification

If any Partner, or subcontractor, becomes involved in a contractual or business practices dispute with respect to Program activities, the Partner(s) shall work to settle the dispute amicably utilizing fair and reasonable dispute resolution practices.

The relationship between the Partner-Builder and their Rater, as well as the Rater's Partner-Provider, are independent from NYSERDA or the Program Implementation Contractor. Any disputes or contract issues which may arise between Partners are the sole responsibility of those Partners to resolve. NYSERDA and the Program Implementation Contractor have no responsibility to provide dispute resolution assistance. Regardless of the nature of, or parties involved in, the dispute and any resolution, the Partner(s) shall hold NYSERDA and its Program Implementation Contractor harmless from any legal action arising from work associated with this Program.

The Partner(s) shall protect, indemnify, and hold harmless NYSERDA and the State of New York from and against all liabilities, losses, claims, damages, judgments, penalties, causes of action, costs and expenses (including, without limitation, attorney's fees and expenses) imposed upon or incurred by or asserted against NYSERDA or the State of New York resulting from, arising out of or relating to the performance of this Agreement. The obligations of the Partner(s) under this section shall survive any expiration or termination of this agreement.

Section 5.14 The Partner understands and agrees that:

- a) Relationship of the Parties: It is understood and agreed that the personnel furnished by the Partner to perform the services stipulated in this Agreement, including personnel who may perform such services at NYSERDA's offices, shall be the Partner's employee(s) or agent(s), and under no circumstances are such employee(s) to be considered NYSERDA's employee(s) or agent(s), and shall remain the employees of the Partner, except to the extent required by section 414(n) of the Internal Revenue Code.

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 the Partner 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.

- b) **No Benefits:** The Partner agrees that if the personnel furnished by the Partner are determined to be “leased employees” within the meaning of section 414(n) of the Internal Revenue Code, the Partner acknowledges that leased employees are excluded from participation in the employee benefit plans, funds and programs provided by NYSERDA to its employees including, but not limited to, any group health plan, sickness or accident plan, retirement plan, retirement plan or similar benefit plan provided to employees by NYSERDA, by the terms of such benefit plans, funds or programs. The Partner agrees to notify NYSERDA if it maintains (or ceases to maintain) a plan described in section 414(n)(5)(B) of the Internal Revenue Code.
- c) **Notification of Claims/Events:** The Partner expressly acknowledges NYSERDA’s need to be advised, on an immediate basis, of the existence of any claim or event that might result in a claim or claims against NYSERDA, the Partner and/or the Partner’s personnel by virtue of any act or omission on the part of NYSERDA or its employees. Accordingly, the Partner expressly covenants and agrees to notify NYSERDA of any such claim or event, including but not limited to, requests for accommodation and allegations of harassment and/or discrimination, immediately upon the Partner’s discovery of the same, and to fully and honestly cooperate with NYSERDA in its efforts to investigate and/or address such claims or events, including but not limited to, complying with any reasonable request by NYSERDA for disclosure of information concerning such claim or event even in the event that this Agreement should terminate for any reason.

Section 5.15 Survival

All provisions Article V survive termination of this Agreement.

Article VI. Quality Assurance

The goals of the Quality Assurance and Quality Control (QA/QC) processes are to verify that homes built with Program support meet all Program requirements while maintaining healthy and safe living conditions for the occupants. The QA/QC function of this Program does include both field inspections and an administrative review component. QA/QC site visits and administrative reviews are a crucial part of this Programs providing NYSERDA and the Partner with valuable information related to compliance with the Program’s technical requirements.

The Partner shall not inhibit or discourage homebuyers from participating in the Program QA/QC processes and, if requested, shall provide project-related information in a timely manner.

Article VII. Partner Status Designations

Section 7.01 Participation

The Partner shall be classified in one of the participation status designations listed below. Each designation shall be subject to limitations, or requirements associated with that designation, as detailed below. NYSERDA reserves the right to modify the definition, limitations, and requirements of the participation status designations at any time. NYSERDA retains sole discretion for determining the Partner’s progression into and through each status designation. In all cases, NYSERDA’s written decision is final.

(a) Provisional

New Partners are automatically assigned the participation status of ‘Provisional’

(i) Program Benefits

The Partner will be eligible to receive Program incentives.

(ii) Quality Assurance (QA)

Projects completed by the Partner while on Provisional status are subject to enhanced QA/QC oversight in accordance with PON 2309.

Program Partners will retain Provisional status for, at a minimum, the first six (6) months of their Program participation. NYSERDA shall review the Partner's performance during the Provisional period and make a determination of the Partner's future participation status. NYSERDA may change the Partner's status to 'Full', extend their Provisional status, or place the Partner on Probation, Suspension, or Termination.

(b) Full

A Partner which is not operating under any of the other status designations, and which meets all requirements of these Programs, abides by the conditions of this Agreement, and provides quality services utilizing industry best practices shall have the status designation of 'Full'. A 'Full' Partner is entitled to all applicable Program benefits.

(c) Inactive

A Partner which voluntarily decides to end participation in these Programs will be placed in Inactive status. A Partner in 'Inactive' status has relinquished all privileges associated with participation, including access to incentives. The Partner must immediately remove any Program references from any of their company's materials, inclusive of all marketing or advertising. To resume participation, the 'Inactive' Partner will need to reapply and be determined eligible. A Partner's status will automatically be designated as 'Inactive' if the Partner does not re-submit their Signature Form to NYSERDA for review and execution, in accordance with Section 1.02 (c) of this Partnership Agreement.

Section 7.02 Disciplinary Measures

A Partner who fails to comply with any of the terms of this Agreement, or who provides fraudulent or misleading documentation, is subject to the provisions of this Section.

NYSERDA reserves the right to impose any of the following disciplinary measures at any time. In all cases involving a Partner's disciplinary status or denial of Program incentives, NYSERDA's written decision is final.

(a) Probation

If the Partner is assigned the status of "Probationary", the Partner will be subject to a higher level of QA/QC oversight. The Partner will be given a prescriptive list of items that must be addressed. A formal review and determination by NYSERDA and the Program Implementer will be completed to determine whether the Partner has satisfactorily addressed that prescriptive list of items. While on Probation, the Partner will maintain eligibility for Program incentives, including Cooperative Advertising Incentives.

Grounds for Partner probation shall include, but are not limited to:

(i) Non-Compliance with Program Requirements, Policies and Procedures

The Partner has failed to adhere to Program requirements, policies and procedures as outlined in this Agreement, throughout PON 2309, or by Program announcements.

(ii) Project Deficiencies

The Partner has one or more deficiencies that remain unresolved for more than thirty (30) days following issuance of written notification to the Partner by NYSERDA or the Program Implementation Contractor;

(iii) Health and Safety Violations

Within a six (6) month period, the QA process has identified two or more instances of Health and Safety violations.

(b) Suspension

If the Partner is assigned the status of “Suspended”, the Partner forfeits eligibility for Program incentives, including Cooperative Advertising Incentives. NYSERDA has sole discretion in determining whether to suspend or terminate the Partner.

Grounds for Partner Suspension shall include, but are not limited to:

(i) Unresponsive

The Partner is on Probation status and has been either unresponsive to, or failed to adequately fulfill, the terms of its Probation.

(ii) Non-Compliance with Program Requirements, Policies and Procedures

The Partner has failed to adhere to Program requirements, policies and procedures as outlined in this Agreement, PON 2309, or Program announcements.

(iii) Misrepresentation

The Partner has submitted false or fraudulent documentation at any time, during any phase of participation in this Program.

(iv) Conviction(s)

A Partner shall be immediately terminated if the Partner, or any principal of the Partner, is convicted of a felony or other criminal behavior that casts NYSERDA in negative light or calls the integrity or workmanship of the Partner into question.

(c) Termination

A Partner that lacks a current contractual relationship as a Program Partner is assigned the status of “Terminated”. A Terminated Partner is no longer eligible for Program incentives, including Cooperative Advertising Incentives. NYSERDA has sole discretion in determining whether to terminate a Partner. For NYSERDA to consider a Terminated Partner’s request for renewed recognition as a Program Partner, all required documentation would need to be submitted as a new application.

Any Partner may be Terminated at any time, with or without cause. Cause for Termination may include the items listed as cause for suspension.