

Business Partners Program Participation Agreement

The **NYSERDA Business Partners Program** (“Program”) promotes effective, energy-efficient solutions for commercial and industrial buildings and processes to practitioners in the Lighting, Heating, Ventilation and Air Conditioning (HVAC), and Motors sectors. The Program provides these practitioners with tools and resources to leverage the principles of effective, energy-efficient design and maintenance as a **profitable business strategy**.

_____ (Company Name, “Business Partner”) agrees to participate with New York State Energy Research and Development Authority (“NYSERDA”) in the Program. The Business Partner agrees to support and adopt Program strategies and technologies that provide reliable solutions to improve the overall quality and cost effectiveness of energy efficient installations or maintenance projects. As a participant of the Program, the Business Partner agrees to promote NYSERDA programs to their customers.

Pursuant to the Program, NYSERDA offers the following Program benefits to the Business Partner:

- ◆ **Training** to identify the proper use of new technologies and installation and maintenance strategies;
- ◆ **Training** to identify techniques that increase the sales and maintenance of energy efficient systems;
- ◆ **Program support tools**;
- ◆ **Promotional materials** such as Program literature and advertising templates;
- ◆ **Technical assistance** including phone support and limited on-site assistance;
- ◆ **Publicity** through the Program website, case studies and other materials, as available;
- ◆ **Incentives**, as available.

The Business Partner agrees to promote the use of effective, energy-efficient products, services and designs, as defined by the Program, to commercial customers. The Business Partner further agrees to abide by the terms and conditions of this Agreement.

This Agreement is completely voluntary and can be terminated at any time for any reason by NYSERDA or the Business Partner. NYSERDA may revoke the status of the Business Partner and remove them from the Program website if the Business Partner does not meet all Program requirements.

Business Partner Sector and Type (check all that apply):

Lighting **HVAC** **Motors**

Contractor ESCO Distributor Designer (Lighting or HVAC) Architect / Engineer

Interior Designer Manufacturer Manufacturer Rep

Accepted and Agreed to:

Business Partner (Company Name)*: _____

Signature: _____ Date: _____

Print Name: _____ Branch Location: _____

Title: _____ Fed. Tax ID #: _____

Email Address: _____

Signature: _____ Business Partner ID #: _____

Cheryl L. Earley
Director of Contract Management, NYSERDA

(assigned by the Program)

* Company name must match Federal Taxpayer Identification Number W9 form

**NYSERDA BUSINESS PARTNERS PROGRAM
TERMS AND CONDITIONS**

1. Limited Scope of Review

The scope of review by NYSERDA and its Program Administrator of the eligible Projects is limited solely to determining whether Program conditions have been met for NYSERDA's Program purposes. It does not include any kind of safety, code or other review and the Business Partner shall not be entitled to rely upon NYSERDA's or its Program Administrator's review of the design and installation of the measures for any reason whatsoever.

2. Changes

Aspects of the Program may be changed by NYSERDA at any time without notice. Project applications received prior to a change in the Program will be processed under the Program terms in place at the time the application was received by the Program Administrator.

3. Indemnification

The Business Partner 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 Business Partner under this section shall survive any expiration or termination of this Agreement.

4. No Warranties

(a) NYSERDA does not endorse, guarantee, or warrant any particular manufacturer or product, and NYSERDA provides no warranties, expressed or implied, for any product or services. The Business Partner reliance upon warranties is limited to any warranties that may arise from, or be provided by, other Program participants, installation contractors, vendors, etc.

(b) The Business Partner acknowledges that neither NYSERDA nor its Program Administrator are responsible for assuring that the design, engineering and installation of equipment are proper or comply with any particular laws (including patent laws), codes, or industry standards. NYSERDA does not make any representations of any kind regarding the results to be achieved by the project or the adequacy or safety of the project.

5. Eligibility Requirements

(a) The Business Partner shall employ at least one Program-trained individual. If this individual leaves the

employ of the Business Partner, the Business Partner shall inform the Program Administrator and shall have six months from the date the individual leaves to have another employee trained by the Program.

(b) The Business Partner shall submit a minimum of one project within six months of becoming a Business Partner to attain active status, and submit one project per year to maintain active status. "Project" is defined as a lighting installation, HVAC QM service, motor system inventory, etc., as defined by the Program and is subject to change.

(c) If the Business Partner fails to meet the requirements in (a) and (b) above, the Business Partner will be removed from the Business Partner Program list of participants and will be ineligible for Program benefits. If, after an additional six months, the Business Partner has not met the requirements of (a) and (b) above, the Business Partner will lose its Business Partner status entirely and will be required to reapply to the Program.

(d) The Business Partner agrees to abide by NYSERDA's rules for representation as a NYSERDA Business Partner, as stated in NYSERDA's Code of Conduct for Contractors, Consultants, and Vendors¹. If NYSERDA identifies an instance where these rules have not been followed, the Business Partner is required to fully cooperate in any investigation of a possible violation. Failure to comply will result in the Business Partner losing its status.

6. Miscellaneous

(a) This Agreement is the entire agreement between the parties and supersedes all other communications and representations.

(b) NYSERDA may exercise any or all of the rights of the Program Administrator, with or without notice, at any time at its election.

(c) The Program Administrator is not an agent of NYSERDA and is administering the Program as an independent contractor.

(d) Business Partners may be asked to cooperate with NYSERDA evaluation contractors in support of evaluation efforts.

7. Insurance

The Business Partner shall maintain general liability insurance coverage of at least \$1 million.

¹ <http://www.nyserda.ny.gov/About/-/media/Files/About/Board%20Governance/CodeConduct.ashx>