



## Host Responsibilities

### What does BEF expect from the school?

While we certainly do not want to burden a school with obligations, we do have a few expectations of schools that enroll in our program. Schools will:

1. Implement an education and/or public outreach strategy
2. Provide support throughout the installation process from their facilities personnel, administrators and IT technicians
3. Agree to own and maintain the solar electric system
4. Send annual reports to BEF regarding the status of the PV system and education

### The Host Contract

Due to the inherent value of the PV system, BEF requires that all host schools sign a contract agreeing to accept ownership of the system once the project is complete. The contract simply details the definitional terms used in these projects, BEF's duties regarding construction and purchase of the solar panels, and the school's ownership of the project, operational responsibilities, and provision of educational development. Please feel free to ask for a [sample host contract](#).

#### Key Points in the Contract

1. BEF agrees to purchase, deliver and coordinate the installation of the PV system at your school.
2. BEF will deliver all necessary documentation to the school upon completion of the project.
3. The school agrees to own the PV system once the project is complete, all documentation is complete, and all rebates and tax credits have been received by BEF.

4. Owning a PV system is like owning any other piece of school district equipment, and as such, there are some responsibilities that go along with ownership. These include maintaining the system and repairing or replacing components if necessary.
5. The school will reinstall the system if it is ever removed for any reason.
6. The school will not block the solar access to the PV system by installing any equipment that will shade the array.
7. BEF will own the system until we have received any rebates or tax credits that may be available to BEF and are contingent upon ownership. BEF takes advantage of available rebates and tax credits in order to recover some of our expenses and keep project costs low. This helps us install projects on more schools and better fulfill our charitable mission. In some cases, this may mean that BEF needs to maintain ownership of the system for stretch of time after it becomes operational in order to collect all available incentive money. Once all documentation has been completed, BEF will send [a letter](#) to notify you of transfer of ownership.
8. The school agrees not to sell the PV system without prior written consent of BEF.
9. Subject to incentive-related or funding partner qualification, the school owns the Renewable Energy Credits (RECs) generated by the project and may not resell them. This means that the clean energy being generated by the PV system is being used to offset the school's carbon emissions.
10. The school agrees to develop and implement a plan to educate students and the school community about renewable energy.
11. The school, BEF, and the funding partner will jointly approve all press releases or other public relations.
12. The school will allow BEF to photograph or otherwise record the project installation and/or the opening celebration for the purpose of publicizing the program. The school agrees to obtain the necessary releases signed by the appropriate parties, such as teachers, students and parents, so that BEF can publish these recordings.
13. The school will maintain insurance for the system and will be willing to provide proof of insurance if requested. BEF will provide information about the value of the system if desired. We have found that most often a school's existing general property insurance will cover the relatively small value of the system.

14. BEF maintains the right to retrieve the equipment should the host school breach any of its responsibilities.

### Liability Provisions

The contract also contains a small liability section. The purpose of the liability clause is to provide legal protection for the host school and BEF regarding project-related issues, but there are also a few responsibilities the school must fulfill in order to receive the donation. The following explanation does not substitute for the direct language of the contract but is meant to assist in understanding the legal effects of the provisions:

1. The first paragraph protects the host school during the construction of the project: any problems encountered during that phase will be dealt with and paid for by BEF. This section also provides warranties for the construction work.
2. The second paragraph states that both parties promise not to sue each other for unintentional damages that are above and beyond the level of basic damages. Some examples of such “above and beyond” damages are listed in the clause. However, this clause does not apply to suits for intentional damage by either party.
3. The third paragraph protects BEF from third-party suits based on negligent or wrongful acts of the host school/facility owner. BEF is donating the equipment to the school for the school’s benefit, and, as a donor, BEF should not be held responsible for wrongful acts committed by the school. However, a third party may still attempt to hold BEF liable for such acts by the school, and in such an event, this clause says that the school will step in and take responsibility for their actions.
4. The fourth paragraph details the requirement that the host school maintain insurance for the equipment to ensure that the investment made by BEF will continue to provide public benefit.

### Annual Reports

The facility owner/host school will submit an Annual Progress Report to BEF at the end of each academic year for 5 years. This report will be compiled by the Project Champion and will include, at a minimum, the following information:

1. Details related to the deliverables listed in the application
2. General updates about renewable energy education activities implemented in the classroom including:

- a. Educational activities used in classes
  - b. Classes/grades in which the activities were used
  - c. Number of students attending such classes
  - d. The total hours of instruction provided
  - e. Photos or samples of student projects
3. Information about and photos of any events related to the PV system
  4. Copies of any news articles or press coverage related to the PV system
  5. Notification of any problems with the PV system or maintenance required
  6. Comments or suggestions about how BEF could improve the program or the educational offerings to the school

***Please note: Signed releases from the students' parents or guardians must be on file with the host school should any personally identifiable student information be included in the Annual Progress Report. Personally identifiable information includes, but is not limited to, student name, address, phone number and school identification number.***