



**The Bonneville Environmental Foundation's Solar 4R Schools Project Agreement:
Terms and Conditions for Facility Name ,
Funded Through Partner Name/Program**

RECITAL

This is an Agreement ("Agreement") dated Date, between the **Bonneville Environmental Foundation** ("BEF"), a charitable and non-profit, tax-exempt public benefit corporation qualified to do business under Section 501(c)(3) of the Internal Revenue Code, located at 240 SW First Avenue, Portland OR 97204, and the **Facility Owner** ("Facility Owner"), located at **Owner Address** . In this document, BEF and Facility Owner may be referred to individually as "Party" or collectively as "Parties."

Part 1. Definitions

Capitalized terms in this Agreement shall have the meanings defined below.

- A. "Commercial Operation Date" means the date following completion of system inspection and testing when each PV System begins sustained production and delivery of energy.
- B. "Effective Date" means the date this Agreement is executed by the Parties.
- C. "Environmental Attributes" means any and all credits, benefits, emissions reductions, offsets, and allowances, howsoever entitled, resulting from the avoidance of the emission of any gas, chemical, or other substance to the air, soil, or water attributable to the PV System which are deemed of value by a Green Tag purchaser, and any credits or benefits for renewable resources. Environmental attributes include but are not limited to: (1) any avoided emissions of pollutants to the air, soil, or water such as (subject to the foregoing) sulfur oxides (SOx), nitrogen oxides (NOx), carbon monoxide (CO), and other pollutants; (2) any avoided emissions of carbon dioxide (CO2), methane (CH4), and other greenhouse gases (GHGs) that have been determined by the United Nations Intergovernmental Panel on Climate Change to contribute to the actual or potential threat of altering the Earth's climate by trapping heat in the atmosphere; and (3) the Green Tag Reporting Rights to these avoided emissions. Subject to the foregoing, Environmental Attributes do not include any energy, capacity, reliability, or other power attributes from the PV System or any production tax credits associated with the construction or operation of the PV System.
- D. "Facility Owner" means **Facility Owner** , located at **Owner Address** , which has been selected by BEF to host a PV System.
- E. "Facility Owner Obligation Period" means the period of Facility Owner's obligations under this agreement. Such period extends for a term of 10 (ten) years from the transfer of ownership to the Facility Owner.
- F. "Green Tag" means the Environmental Attributes associated with the power generated from the PV System together with the Green Tag Reporting Rights associated thereto. Green Tag also includes any tradable or other credits for renewable resource generation attributable to the PV System, specifically including Renewable Energy Credits, and including without limitation any credits for meeting portfolio or other standards requiring renewable resource content now or in the future. Green Tags are accumulated on a kWh basis or equivalent basis and one Green Tag represents the Environmental Attributes associated with actual or deemed generation of one MWh of electricity generated by the PV System, or the claimed displacement of power.

- G. "PV System" means the photovoltaic system located at the Facility Name and, as more completely described in Exhibit B attached hereto.

Part 2. **BEF's Duties**

- A. **Installation:** BEF shall install a ### kW PV System and related components, as further described in Exhibit B attached hereto, at **Facility Name** located at **Facility Address**.
- B. **Education:** BEF agrees to coordinate teacher-training sessions and provide educational materials that may aid development of Facility Owner's renewable energy curriculum. These include:
- Solar 4R Schools Solar Energy Science kit
 - Activity Guide
 - Teacher training workshop
 - Ongoing teacher support
 - Create a project page on Solar 4R Schools web site
- C. **Ownership of the Project:** The Parties agree that BEF shall transfer ownership of the Project to Facility Owner by written instrument after: (1) the Project reaches the Commercial Operation Date and (2) BEF has received payment for any financial contributions that are contingent on BEF's ownership of the Project. Upon BEF transfer of legal ownership to Facility Owner, BEF relinquishes any and all rights and responsibilities associated with ownership of the PV System, but shall retain any ancillary obligations associated with this agreement.
- D. **Ownership of Environmental Attributes:** The Parties agree that all of the environmental attributes associated with the operation of this PV System shall remain with the Facility Owner. Facility Owner agrees that it will not resell, trade, assign, or transfer Green Tags or any portion thereof to any other party during the Facility Owner Obligation Period.
- E. **Project Documentation and Review:** After Project installation, BEF will meet with Facility Owner to tour site and deliver the following documents:
- A system Operations and Maintenance handbook.
 - A copy of all state and local notices verifying that each PV system passed all relevant inspections and requirements.
 - A copy of all warranties for all equipment and workmanship associated with installing each PV system
- F. **Public Relations Activities:** BEF and Facility Owner (through their respective Communications Departments) will jointly approve in advance any promotional activities associated with the Project, including but not limited to, media events and the preparation of joint press releases.
- G. **PV System Energy and Weather Monitoring Service:** BEF shall provide monitoring service for a minimum of five years from Commercial Operation Date. BEF may, at its sole discretion, choose to continue to provide monitoring service to the school free of charge after the initial five-year period. If BEF chooses not to continue to provide monitoring service after the initial five-year period, BEF will notify the school and the school will have the right to maintain monitoring service by paying for service directly to the service provider.

Part 3. **Facility Owner's Duties:**

- A. **PV System Maintenance:** During the Facility Owner Obligation Period, The Facility Owner agrees to operate, maintain and/or repair the PV Systems in full compliance with both the manufacturers' and the installers' instructions so as to ensure all such warranties remain in full force and effect. During the Facility Owner Obligation Period, Facility Owner will operate the PV Systems for the purpose of powering electrical equipment at the PV System site or feeding back into the electric power grid, for the purpose of reducing the Facility Owner's electric utility bill. In the event the roof or any other portion of the physical structure supporting the PV System is

repaired, replaced or otherwise modified during the Facility Owner Obligation Period, Facility Owner is responsible for (i) having the PV system removed and reinstalled by a qualified photovoltaic repair technician and (ii) having the PV system returned to full Commercial Operation no later than sixty (60) days following completion of the roof or other repairs. Facility Owner will maintain the property where the PV System is located so as to not obstruct the PV System's access to sunlight thereby maintaining a solar envelope over the PV System, equivalent or substantially similar to that contained in the sun chart on record for the facility.

- B. Education Program Development:** The Parties agree that the value of a community renewable energy system comes in the form of demonstrating the power of distributed energy generation and educating the public about energy conservation and renewable energy generation.
- a. With BEF's assistance, the Facility Owner shall develop and implement a long-term process for renewable energy education and outreach.
 - b. The Facility Owner agrees to designate a Project Champion, whose involvement will ensure the smooth identification and realization of educational programming. BEF shall consult with Facility Owner to identify important stakeholders and constituencies, and on Facility Owner's request will help the Project Champion to correspond with these groups.
 - c. Facility Owner shall integrate the renewable energy curriculum into its education programs, in accordance with the agreed upon Educational Deliverables outlined in Exhibit A.
- C. Monitoring System Maintenance:** During the Facility Owner Obligation Period and while monitoring service is being provided by BEF, the Facility Owner shall maintain, at its own expense, an Internet connection to the data monitoring equipment, with proper network security settings, to allow the data monitoring system to send outgoing data. The Facility Owner and BEF will be alerted via email if the monitoring system stops sending data for any reason. Most often, any interruption in the data stream is caused by a change to the network made by the Facility Owner, or a malfunction in the data monitoring software or hardware. The Facility Owner is responsible for providing on site support which may include: checking or making changes to network settings, power cycling the monitoring device, checking wire connections, troubleshooting software issues on the gateway, or replacing data monitoring gateway with a new device provided by BEF. During the initial 5-year period of monitoring, as described in Section 2G above, BEF shall provide any hardware or software replacements or upgrades necessary to keep the monitoring system operational. If hardware replacement is necessary during the initial 5-year period of monitoring, it is the responsibility of the Facility Owner to provide the labor to replace the equipment.
- D. Ownership of the Project:** The Facility Owner agrees to assume legal ownership of the Project upon transfer of ownership from BEF, and to accept all rights and responsibilities associated with ownership of the Project (as described in this Agreement). Facility Owner will not sell, assign or transfer the PV System to another entity without the prior written consent of BEF.
- E. Ownership of Environmental Attributes:** The Facility Owner agrees that Green Tags generated from the operation of the PV System will be used for the purpose of offsetting or mitigating environmental impacts of the Facility Owner's energy use, and therefore agrees not to resell or otherwise transfer the Green Tags or any portion thereof to any other party for any purpose during the Facility Owner Obligation Period. All green attributes from the system will remain with the host facility during the Facility Owner Obligation Period unless sold or otherwise transferred to BEF.
- F. Project Documentation and Review:** After Project installation, Facility Owner will meet with BEF to tour site and review the following documents:
- A system Operations and Maintenance handbook.
 - A copy of all state and local notices verifying that each PV system passed all relevant inspections and requirements.
 - A copy of all warranties for all equipment and workmanship associated with installing each PV system

- G. Access and Reporting:** Facility Owner will allow BEF to inspect and review the PV System during installation. During the Facility Owner Obligation Period, upon reasonable request, Facility Owner shall provide BEF access to the PV System, PV System site, and PV System meter. Also, during the Facility Owner Obligation Period, upon reasonable request, the Facility Owner will report requested PV System energy production data to BEF. Facility Owner shall comply with all utility requirements regarding access to the PV system production meter and disconnect switch.
- H. Taxes:** During the Facility Owner Obligation Period the Facility Owner shall pay any and all federal, state, and/or local taxes associated with the PV System and/or the facilities or property upon which the PV Systems will be located.
- I. Public Relations Activities:** Facility Owner will work cooperatively with BEF to support public awareness and promotion of the PV Systems including press releases, press events, case studies, web identification, and other opportunities to highlight and promote the Project. Facility Owner will credit the contributions of BEF in any promotional materials it may develop during the Facility Owner Obligation Period. BEF and Facility Owner will jointly approve in advance any promotional activities associated with the Project, including but not limited to, media events and the preparation of joint press releases.
- J. Photography and Digital Recording Authorization:** Facility Owner shall allow BEF or its representatives to attend and photograph, digitally record, videotape, audiotape or otherwise record using any technology now or hereafter in existence (collectively referred to herein as a "Recording") the project installation and/or solar celebration event, including the facility and the attendees which may include students, teachers, parents and community members (collectively referred to as "Participants"). BEF shall own all right, title, and interest in and to the Recordings made pursuant to this paragraph (the "BEF Recordings"), and all copyrights and other intellectual property rights in the same including without limitation the right to copy, edit, distribute, publicize and otherwise use (collectively referred to as "Use") the BEF Recordings. Upon request, Facility Owner shall provide BEF with digital photographs of the project installation and solar celebration event ("Facility Owner Recordings").
- K. Use of Facility Owner Recordings:** Facility Owner acknowledges and agrees that BEF shall have in perpetuity the royalty-free right to Use the Facility Owner Recordings for the purpose of publicizing, marketing and promoting the Solar 4R Schools program and BEF.
- L. Participant Consent:** Facility Owner shall obtain from all Participants or their authorized representative (parent or legal guardian): (i) authorization allowing BEF to use the BEF Recordings and Facility Owner Recordings (referred to collectively hereunder as the "Recordings") and (ii) a release by which each Participant releases BEF from any and all claims, damages or liability whatsoever associated with such Use including, without limitation, any and all claims, causes of action, and damages for defamation or for violation, infringement, or invasion of any copyright, trademark or other intellectual property, privacy, publicity, commercial use, or other right that a Participant has or may ever have relating to or arising out of the Recordings or their Use.

Part 4. Miscellaneous Provisions

- A. Indemnification and Claims:** During the construction of this Project, BEF agrees to indemnify and hold harmless Facility Owner from any costs associated with claims or citation emanating from the design or construction of this Project. BEF further agrees to pay for any damages to Facility Owner's property from design or construction of the Project. BEF warrants that the Project will be designed and constructed using appropriate materials and workmanship, and shall comply with all applicable codes and standards.

During the Facility Owner Obligation Period, Facility Owner will indemnify and defend BEF and hold them harmless from and against any and all losses, liabilities, damages, claims, suits,

actions, judgments, assessments, costs and expenses, including without limitation interest, penalties, attorney fees, any and all expenses incurred in investigating, preparing, or defending against any litigation, commenced or threatened, or any claim whatsoever, and any and all amounts paid in settlement of any claim or litigation asserted against, imposed on, or incurred or suffered by any of them, directly or indirectly, as a result of or arising from the negligent or wrongful acts or omissions of the Facility Owner. Facility Owner shall indemnify and defend BEF from and against any and all claims, demands, and causes of action arising from the Recordings and any Use thereof.

Notwithstanding the previous paragraphs, in no event shall either Party be liable to the other Party for indirect, special, incidental, or consequential damages, including but not limited to the loss of revenues or profits, cost of substitute services, cost of purchased power, loss of opportunity, loss of goodwill, loss of data, governmental sanctions or penalties or claims of third parties, whether such liabilities arise as a result of breach of contract, warranty, indemnity, tort, negligence, strict liability or otherwise; and BEF and the Facility Owner hereby release each other from any such liabilities; provided that the foregoing limitations of liability and releases shall not apply to the extent any of the foregoing arises as a result of gross negligence, recklessness or willful misconduct.

- B. Access:** BEF further warrants that Facility Owner employees, inspectors, and utilities shall have access at all times to construction work area, and that such area shall be kept free of debris on a daily basis.
- C. Insurance:** Facility Owner will maintain "All Risk" property insurance covering the PV Systems at its full replacement value, at the Facility Owner's sole expense during the Facility Owner Obligation Period and during such period will immediately notify BEF of any substantial modification or cancellation of such insurance.
- D. Governing Law:** This agreement shall be governed by the laws of the State of Oregon.
- E. Arbitration:** Any disputes which may arise under this Agreement and which can not be resolved by the Parties through good faith negotiation will be, in order to ensure rapid and economical resolution, submitted to final and binding arbitration in Portland, Oregon before Arbitration Service of Portland, Inc. ("ASP") according to its rules, provided, however, that (i) any dispute where the amount in controversy is less than \$50,000 will be resolved before a single arbitrator, and (ii) the Parties remain free to agree in connection with any particular dispute that they may arrange for arbitration outside of ASP.
- F. Entire Agreement:** This Agreement, including all provisions, exhibits incorporated as part of this Agreement, and documents incorporated by reference, constitutes the entire agreement between the Parties. This Agreement supersedes all previous communications, representations, or contracts, either written or oral, which purport to describe or embody the subject matter of this Agreement.
- G. Amendments:** No amendment, rescission, waiver, modification, or other change of this Agreement shall be of any force or effect unless set forth in a written instrument signed by authorized representatives of each Party.
- H. Severability:** If any term of this Agreement is found to be invalid by a court of competent jurisdiction then such term shall remain in force to the maximum extent permitted by law. All other terms shall remain in force unless that term is determined not to be severable from all other provisions of this Agreement by such court.

Part 5. Remedies:

In the event Facility Owner breaches any of the provisions set forth in this agreement and/or in the event of a permanent shutdown of the PV System, which is defined as the PV System not producing electricity for more than 360 consecutive days during the Facility Owner Obligation Period, BEF reserves the right to remove and transfer the PV system to another educational facility, at its own expense.

Part 6. Signatures

The persons signing below represent that they are authorized to enter into this Agreement on behalf of the Party for whom they sign.

Bonneville Environmental Foundation

Facility Owner

By: _____
(Signature)

By: _____
(Signature)

Name: _____
(Print/Type)

Name: _____
(Print/Type)

Title: _____

Title: _____

Date: _____

Date: _____

BEF Contact Information:	Facility Owner Owner Contact Information:
Project Manager Name	
Renewable Energy Project Manager	
Bonneville Environmental Foundation	
240 SW 1 st Avenue	
Portland OR 97204	
503.248.1905	
Manager @b-e-f.org	

Exhibit A: Educational Deliverables

Deliverable 1:

The Facility Owner will submit an Annual Progress Report to BEF by December 31 of each year after the Commercial Operation Date. This report will be compiled by the Project Champion and will include, at a minimum, the following information:

1. Details related to the other Deliverables listed in this Agreement
2. General updates on other curricula, classroom activities, data monitoring, Science kits or events related to the PV system installation
3. Updates to the project contact information for the following roles:
 - a. Project Champion
 - b. Facility Manager/Utility Coordinator
 - c. Project Information Technology Network Administrator

Deliverable 2:

The Facility Owner shall introduce a renewable energy curriculum into classes . This effort will be lead by the Project Champion.

Deliverable 3:

The Facility Owner shall...

Deliverable 4:

The Facility Owner shall...

Exhibit B: System Description

1. System Description

- a. Location
 - i. Facility Name
 - ii. Facility Address
 - iii. Owned by Facility Owner

- b. Size
 - i. Total system size: ### kW

- c. Site Diagrams
 - i. Figure A – Aerial image
 - ii. Figure B – Photo mock-up
 - iii. Figure C – Room diagram
 - iv. Figure D – Simple single line diagram
 - v. Additional Design Documentation

- d. Interconnection
 - i. Grid connected
 - ii. Net meter – *provided by utility*
 - iii. PV Energy Production meter – *provided by Contractor*

2. System Components

- a. Mounting system – *provided by Contractor*
 - i. Type racking system
 - ii. Tilt: xx degrees (or to match roof)
 - iii. Orientation: xx degrees (or to match roof)
 - iv. Theft resistant fasteners

- b. PV Modules – *provided by BEF*
 - i. (#) Manufacturer, make, rated DC Output PV modules
 - ii. System location on building

- c. Inverter – *provided by BEF*
 - i. Manufacturer, make, model inverter
 - ii. Type Communications card or data logger
 - iii. Located location

- d. Balance of Systems - *provided by Contractor*
 - i. Lockable AC and DC disconnects
 - ii. Production meter base and meter
 - iii. UV resistant DC wiring to junction box(es) or combiner(s)
 - iv. Array grounding hardware, as required by 690.47
 - v. DC side lightning protection (AC side optional)
 - vi. All array mounting hardware/fasteners to make the PV system code compliant, operational and secure
 - vii. DC wiring, conduit and fittings from DC J box(es) or combiner(s) to DC disconnect
 - viii. AC wiring, conduit and fittings between disconnects and inverter
 - ix. AC wiring, conduit and fittings from inverter to electrical sub-panel
 - x. Data wire from Inverter to Fat Spaniel Gateway
 - xi. Cat-5 cable from Fat Spaniel gateway to network switch

- xii. All electrical components, fittings, hardware and fasteners required in order for system to be operational and compliant with NEC and local authority having jurisdiction (AHJ).
 - xiii. All necessary labeling according to NEC, AHJ, the utility and BEF **PV System Labeling Requirements** document.
- e. Data monitoring - *provided by BEF*
- i. Fat Spaniel Technologies (FST) inverter-direct monitoring
 - ii. FST weather station to monitor irradiance, cell temp and ambient temp

Figure A - Aerial Image

Image

PV array located ...

Figure B - Photo Mock-up

Image

Photo Mock-up of PV array on ...

Figure C - Room Diagram

Image

Room Diagram with component locations and wiring identified

Figure D – Simple Electrical Single Line diagram

