

**BEFORE THE PUBLIC UTILITIES COMMISSION  
OF THE STATE OF CALIFORNIA**



**FILED**

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Application of Southern California Edison  
Company (U 338 E) for Approval of Energy  
Efficiency Rolling Portfolio Business Plan.

Application 17-01-013  
(Filed January 17, 2017)

And Related Matters.

Application 17-01-014  
Application 17-01-015  
Application 17-01-016  
Application 17-01-017

**JOINT MOTION FOR APPROVAL OF STANDARD CONTRACT  
FOR LOCAL GOVERNMENT PARTNERSHIPS**

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August 31, 2018

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**I. INTRODUCTION**

Pursuant to Rule 11.1 of the Rules of Practice and Procedure of the California Public Utilities Commission (“Commission”) and the June 5, 2018 Decision Addressing Energy Efficiency Business Plans, Decision (“D”) 18-05-041 (“Decision”), San Diego Gas & Electric Company (“SDG&E”), Southern California Gas Company (“SoCalGas”), Southern California Edison (“SCE”) and Pacific Gas and Electric Company (“PG&E”) (collectively, the “Joint Utilities”) submit this Joint Motion for Commission approval of proposed standard contract terms for Local Government Partnerships. This Joint Motion is timely filed within 90 days of the issuance of the Decision.<sup>1</sup>

**II. PROPOSED STANDARD LOCAL GOVERNMENT PARTNERSHIP  
CONTRACT TERMS**

Consistent with the Decision’s guidance, the Joint Utilities collaborated on the Energy Efficiency programs contract terms for Local Government Partnerships required to be standardized by the Decision. The Joint Utilities emphasize that the proposed Standard and

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<sup>1</sup> D.18-05-041 at Ordering Paragraph (“OP”) 31.

Modifiable contract terms in Attachments A and B, attached hereto, contain only the terms that are listed in the Decision and do not constitute the full contract terms and conditions of the Joint Utilities.

The Joint Utilities presented a draft of both the non-modifiable and modifiable contract terms for Local Government Partnerships to the California Energy Efficiency Coordinating Committee (“CAEECC”) for review and comment by its members. On July 26, 2018, CAEECC hosted a meeting to discuss the draft of the proposed terms with interested parties to seek their input prior to filing this Joint Motion. The Joint Utilities drafted a response to stakeholder comments; and in consideration of comments,<sup>2</sup> as well as further discussions among the Joint Utilities, revisions were made to the proposed terms.

The Joint Utilities’ proposed contract terms for Local Government Partnerships, in Attachment A, contain non-modifiable, standard contract terms listed in D.18-05-041, OP 31, pertaining to contract term/length, budget and payment schedule and terms, dispute resolution process, and termination process. The Joint Utilities note that certain requirements, such as Progress and Evaluation Metrics, Performance Payment Structure, and Method for Quantifying Co-benefits, will differ depending on program design and the nature and size of the contract. Rather than attempt to draft language for all possible program designs, the Joint Utilities have included a placeholder to allow for company- and program-specific requirements to be included.

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<sup>2</sup> The following stakeholders submitted comments: City of Chula Vista, City and County of San Francisco, East Bay Energy Watch Administrator (StopWaste), High Sierra Energy Foundation, San Diego Association of Governments, and Joint Comments of Silicon Valley Energy Watch, Association of Monterey Bay Area Governments, Redwood Coast Energy Authority, County of San Luis Obispo, Sierra Business Council, Ventura County Regional Energy Alliance, San Joaquin Valley Clean Energy Organization. These comments are available at the California Energy Efficiency Coordinating Committee website: <https://www.caeccc.org/caeccc-documents>. The Joint Utilities response is available at: [https://docs.wixstatic.com/ugd/849f65\\_0782ea36f9504d158b9a996b5fa5394b.pdf](https://docs.wixstatic.com/ugd/849f65_0782ea36f9504d158b9a996b5fa5394b.pdf).

As the Commission is aware, all third-party contracts will go through an independent evaluator and procurement review group process; and, all contracts for more than five million dollars and/or with a term longer than three years will be filed and reviewed by the Commission.

Attachment B contains the Joint Utilities' proposed contract terms, as specified in D.18-05-041, OP 31, that are modifiable, including: data collection and access provisions; progress and evaluation metrics; evaluation, measurement, and verification requirements; and method for calculating co-benefits and economic development benefits of programs in disadvantaged communities and/or for hard-to-reach customers.

The Joint Utilities standardized the modifiable provisions to the extent possible; however, the Joint Utilities emphasize that these provisions are negotiable and subject to change. The Joint Utilities have proposed more general contract provisions, along with a description of how the Joint Utilities expect those provisions will be negotiated once Local Government Partnerships have developed specific program concepts. Additionally, certain provisions – such as data collection and access – will necessarily differ based on the nature and scope of the program and the Joint Utilities' specific company requirements. Therefore, the Joint Utilities request that the Commission accept these “placeholder” modifiable provisions with the expectation that they will be refined and negotiated as contracts with Local Government Partnerships are drafted.

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### III. CONCLUSION

The Joint Utilities look forward to the Commission's approval of the proposed:

(a) standard contract terms and (b) modifiable contract terms, so that the Energy Efficiency program solicitations can move forward in an expeditious manner.

Respectfully submitted,

/s/ Ellen N. Adler

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August 31, 2018

# **ATTACHMENT A**

## **Proposed Standard Contract Terms**

**ATTACHMENT A**  
**PROPOSED STANDARD CONTRACT TERMS**

**A. Contract Term/Length**

1. Term.

The “Term” of this Agreement shall commence upon the [Effective Date]<sup>3</sup> and shall continue, unless terminated earlier in accordance with the terms of this Agreement, until three (3) years [from the Effective Date] [after the date upon which CPUC Approval occurs]. *{Comment: CPUC Approval is required if the contract length is more than three (3) years, or the contract amount is more than five (5) million dollars. The first bracketed clause is applicable if no CPUC Approval required; the second bracketed clause and definition below are applicable if CPUC Approval is required}*

“CPUC Approval” means a decision of the CPUC that (i) is final and no longer subject to appeal, which approves the Agreement in full and in the form presented on terms and conditions acceptable to Company in its sole discretion, including without limitation terms and conditions related to cost recovery and cost allocation of amounts paid to Implementer<sup>4</sup> under the Agreement; (ii) does not contain conditions or modifications unacceptable to Company, in Company’s sole discretion; and (iii) finds that the Agreement satisfies the requirements in [Decision xx-xxx].

**B. Dispute Resolution Process**

1. Disputes. Either Party may give the other Party written notice of any dispute which has not been resolved at a working level. Any dispute that cannot be resolved between Implementer’s contract representative and Company’s contract representative by good faith negotiation efforts shall be referred to a [*Insert IOU-specific level of authority*] of Company and a [*Insert implementer-specific level of authority*] of Implementer for resolution. Within 20 calendar days after delivery of such notice, such persons shall meet at a mutually acceptable time and place, and thereafter as often as they reasonably deem necessary to exchange information and to attempt to resolve the dispute. If Company and Implementer cannot reach an agreement within a reasonable period (but in no event more than 30 calendar days), Company and Implementer shall have the right to pursue all rights and remedies that may be available at law or in equity. To the extent legally permissible, all negotiations and any mediation agreed to by the Parties are

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<sup>3</sup> “Execution Date” to be defined as the date both parties have executed the Agreement.

<sup>4</sup> “Implementer” to be defined as the counterparty to the Agreement that will implement the Local Government energy efficiency program.

confidential and shall be treated as compromise and settlement negotiations, to which Section 1119 of the California Evidence Code shall apply, and Section 1119 is incorporated herein by reference.

2. Governing Law. This Agreement shall be governed by the laws of the State of California, with reference to its conflict of laws principles.
3. Venue. In the event of any litigation to enforce or interpret any terms of this Agreement, such action shall be brought in a Superior Court of the State of California located in [Insert IOU-specific County] and the parties hereby submit to the exclusive jurisdiction of such court.

### **C. Termination Process**

1. Event of Default. An “Event of Default” shall mean, with respect to a Party (“Defaulting Party”), the occurrence of any one or more of the following:
  - (a) With respect to either Party:
    - (i) the failure to perform any material covenant, obligation, term or condition of this Agreement (except to the extent constituting a separate Event of Default), including without limitation the failure to make, when due, any undisputed payment required to be made by such Party, if such failure is not remedied within thirty (30) calendar days of Notice of such breach by the Non-Defaulting Party;
    - (ii) such Party becomes insolvent, generally does not pay its debts as they become due, makes a general assignment for the benefit of creditors, or commences any action seeking reorganization or receivership under any bankruptcy, insolvency, reorganization or similar law for the relief of creditors or affecting the rights or remedies of creditors generally; or
    - (iii) such Party disaffirms, disclaims, rejects (in whole or in part), or challenges the validity of this Agreement.
  - (b) With respect to Implementer:
    - (i) any representation or warranty made by Implementer or Implementer Party to any person or entity (including, without



limitation, a member of the public, a customer of Company, or a governmental authority) or in this Agreement is false or misleading in any material respect when made or when deemed made or repeated if the representation or warranty is continuing in nature;

- (ii) any legal action is made or commenced against Implementer or Implementer Party which, in Company's opinion, may interfere with the performance of the [Services];
- (iii) Implementer or any Implementer Party commits any material act of dishonesty, fraud, misuse of funds, or misrepresentation of Company's administration of this Agreement;
- (iv) Company becomes aware of a public safety issue arising out of or related to Implementer's or Implementer Party's administration or performance of this Agreement;
- (v) Implementer assigns, subcontracts, or transfers this Agreement or any right or interest herein except in accordance with Section [ ];
- (vi) Implementer fails to maintain the insurance coverage required of it in accordance with Article [ ];
- (vii) Implementer fails to satisfy the collateral requirements set forth in Section [ ], including failure to post and maintain the performance assurance requirements set forth in this Agreement;
- (viii) Implementer breaches any obligation of confidentiality or its obligations under Section [*Insert Section Reference to Security Measures*]; or
- (viii) Implementer fails to achieve [*Insert Minimum Performance Requirements*].

2. Termination for Cause. If an Event of Default shall have occurred with respect to a Party, the other Party (the "Non-Defaulting Party") shall have one or more of the following rights:

- (a) To designate by Notice, which will be effective no later than twenty (20) calendar days after the Notice is received, the early termination of this Agreement (an "Early Termination Date");
- (b) Withhold any payments due to the Defaulting Party under this Agreement;

- (c) Suspend performance of [Services] under this Agreement (but excluding, for the avoidance of doubt, the obligation to post and maintain [Security] in accordance with Section [ ] and the obligation to obtain and maintain the insurance requirements in accordance with Section [ ]); and
  - (d) To pursue all remedies available at law or in equity against the Defaulting Party (including monetary damages), except to the extent that such remedies are limited by the terms of this Agreement.
- 3. Termination for Convenience. Company shall have the right to terminate this Agreement or all or any portion of the [Services] at any time, in its sole convenience, exercisable in its sole and absolute discretion and without cause, upon forty-five (45) days' written notice to Implementer. Upon Company's exercise of such termination rights, the following shall apply:
  - (a) Company shall be liable to Implementer only for the compensation earned on [Services] satisfactorily performed prior to the effective date of termination, including documented and verifiable costs (such as demobilization costs) reasonably incurred by Implementer in terminating the [Services.] Implementer shall mitigate its damages to minimize its claim, if any, against Company.
  - (b) Notwithstanding anything contained in this Section [ ], in no event shall Company be liable for lost or anticipated profits or overhead on uncompleted portions of the [Services.] Implementer shall not enter into any agreement, commitments or subcontracts that would incur significant cancellation or termination costs without prior written approval of Company, and such written approval shall be a condition precedent to the payment of any cancellation or termination charges by Company under this Section [ ]. Also, as a condition precedent to the payment of any cancellation or termination charges by Company under this Section [ ], Implementer shall have delivered to Company all reports, drawings, documents and deliverables prepared for Company before the effective date of such cancellation or termination.
  - (c) The provisions of this Section [ ] shall be Implementer's sole remedy resulting from Company's termination for convenience hereunder.
- 4. Termination/Modification by CPUC Order. This Agreement shall be subject to changes, modifications, or termination by order or directive of the California Public

Utilities Commission (“CPUC”), as may be determined by Company in its sole discretion. The CPUC may from time to time issue an order or directive relating to or affecting any aspect of this Agreement, in which case Company shall have the right to change, modify or terminate this Agreement in any manner to be consistent with such CPUC order or directive. Under no circumstance shall Implementer or any subcontractor be entitled to any compensation for any costs, expenses, lost profit or damages incurred by Implementer or any subcontractor because of any change, modification, or termination of this Agreement under this Section [\_\_\_\_\_].

5. Conclusion of Work. Upon Company’s termination of this Agreement for any reason, Implementer shall, and shall cause each Implementer Party to, bring the Services to an orderly conclusion as directed by Company. Implementer and each Implementer Party shall vacate the worksite but shall not remove any material, plant or equipment thereon without the approval of Company. Company, at its option, may take possession of any portion of the Services paid for by Company.

**D. Payment Schedule and Terms, Including Pay-for-Performance Payment Provisions**

1. Payment Terms.

[Payment terms will vary based on the Program proposed, and the Company will evaluate bids, in part, on creative proposals that spread the risk of non-performance and deliver a quality and cost-effective program at a reasonable cost to ratepayers.

Company prefers Program Proposals that include a “pay for performance” fee structure component that conditions payments from Company to Implementer based on specific savings or other metrics that advance energy efficiency portfolio goals. These pay-for-performance models may include performance security in a form of cash or line (or letter) of credit to ensure that implementers are meeting key performance metrics such as energy savings and cost-effectiveness and that permit Company to draw against such performance security if certain performance conditions and/or KPIs are not met. Percentages of performance security and metrics will be negotiated between the Implementer and Company.

Program proposals with greater proportions of funds tied to the delivery of energy savings measured and verified post-installation will be preferred over program proposals that correlate performance to program activities (installations) associated with pre-installation savings estimates (deemed), or proposals with large proportions of funds dedicated to Program Implementation activities that are not directly tied to energy savings, respectively.]

# **ATTACHMENT B**

## **Modifiable Contract Terms**

## ATTACHMENT B MODIFIABLE CONTRACT TERMS

### A. Progress and Evaluation Metrics

#### 1. Final Implementation Plan.

The Parties shall finalize a Final Implementation Plan<sup>5</sup> in accordance with the Draft Implementation Plan. The Final Implementation Plan will be posted to the relevant CPUC website by Company no later than sixty (60) days following the Effective Date of this Agreement. The Final Implementation Plan shall be consistent with the terms and conditions of the Agreement. *{Comment: Term is subject to modification by Company and may be negotiated by Company and Bidder}*

Implementer shall not be permitted to, nor shall Implementer permit or allow an Implementer Party to, commence the Services prior to both Parties' approval to the Final Implementation Plan. Company shall not be obligated to make any payment to Implementer under this Agreement prior to approval of the Final Implementation Plan. *{Comment: Term is subject to modification by Company and may be negotiated by Company and Bidder}*

#### 2. Key Performance Indicators.

Implementer shall use commercially reasonable efforts to meet the Key Performance Indicators ("KPIs")<sup>6</sup> for the Program attached hereto as Schedule *[Comment: Schedule to be inserted based on the Proposal and negotiations between Implementer and Company]*. Implementer shall provide to Company all documentation and accurate data needed to demonstrate compliance with each KPI and to calculate satisfaction of each KPI, at the frequency stipulated in the Final Implementation Plan or as reasonably requested by Company. Company shall review Implementer's performance in achieving each KPI once per calendar quarter or as otherwise deemed necessary by Company in its sole discretion. If Company determines, in its sole discretion, that Implementer does not meet one or more of its KPIs, then, in addition to and without limiting any and all remedies available to Company as provided in this Agreement, Implementer shall provide Company with an action plan detailing the reasons why the KPI(s) were not achieved and the steps (and timeline for those steps) Implementer will take to remediate and achieve its KPI(s) in a timely manner. *{Comment: Term is subject to modification by Company and*

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<sup>5</sup> "Final Implementation Plan" will be defined in the Agreement as, "The final written plan for implementation of a Program, as further described in Decision (D.) 15-10-028, which shall consist of a detailed listing of activities, costs, expected milestones, tasks, deliverables, and schedules that are required to execute and meet Program objectives. The Final Implementation Plan is subject to approval by the IOU."

<sup>6</sup> "KPIs" will be the primary means by which Company will assess Program performance on an ongoing basis.

*may be negotiated by Company and Implementer, and will include a remediation timeframe for each KPI based on specific KPIs and contract type}*

[In its Proposal, Bidder will be required to include a table of KPIs, which will be the primary means by which Company will assess Program performance on an ongoing basis. KPIs will be individually negotiated based on the specific proposed Program features. The proposed KPIs are subject to modification by Company and will be negotiated by Company and Bidder. Additional Implementer performance requirements to ensure KPIs are met may be negotiated between the Bidder and Company depending on the Program, including, but not limited to, true-up payments for not meeting savings KPIs or completing projects, right of Company to reduce or eliminate funding for program and payments, or in cases of material underperformance, right of Company to declare an event of default. *{Comment: modifiable RFP Instructions}*

**Schedule [TBD]: Key Performance Indicators** *{Comment: Schedule to be included in Bidder's Proposal and included in the Agreement, subject to modification by Company and may be negotiated by Company and Bidder}*

3. Other Program Metrics.

Implementer shall provide to Company all documentation and data needed to calculate all Program Metrics<sup>7</sup> set forth in the Final Implementation Plan, at the frequency stipulated in the Final Implementation Plan. Such data includes, but is not limited to, data in support of sector-level and portfolio-level metrics, as approved by the CPUC. *{Comment: Term is subject to modification by Company and may be negotiated by Company and Bidder}*

**B. Measurement and Verification Requirements, including Guidelines about Normalized Metered Energy Consumption (NMEC) Design Requirements**

Implementer shall:

- (a) Only enroll customers that qualify for Program services. Implementers may need to confirm a customer's NMEC analysis suitability with the PAs.
- (b) Comply with current policies, procedures, and other required documentation as required by Company;
- (c) Report Customer Participation Information<sup>8</sup> to Company;
- (d) Work with Company's evaluation team to define Program-specific data collection and evaluability requirements, and in the case of NMEC,<sup>9</sup> which independent variables shall be normalized. *{Comment: placeholder for Agreement term, subject to modification by Company and may be negotiated by Company and Bidder}*

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<sup>7</sup> "Program Metrics" will be defined in the Agreement.

<sup>8</sup> "Customer Participation Information" will be defined in the Agreement.

<sup>9</sup> "NMEC" will be defined in the Agreement.

Throughout the Term, Company may identify new energy savings estimates, net-to-gross ratios, effective useful lives, or other values that may alter Program Energy Savings<sup>10</sup>. Implementer shall use modified values upon Company's request, provided Company modifies Implementer's Program budget and/or overall Program Energy Savings consistent with the requested change. Company will determine any budget increases or decreases in its sole discretion. *{Comment: placeholder for Agreement term, subject to modification by Company and may be negotiated by Company and Bidder}*

For Programs claiming to-code savings:

Implementer shall comply with Applicable Law and work with Company to address elements in its Program designs and Implementation Plans, such as:

- (a) Identifying where to-code savings potential resides;
- (b) Specifying which equipment types, building types, geographical locations, and/or customer segments promise cost-effective to-code savings;
- (c) Describing the barriers that prevent code-compliant equipment replacements;
- (d) Explaining why natural turnover is not occurring within certain markets or for certain technologies; and
- (e) Detailing the program interventions that would effectively accelerate equipment turnover.  
*{Comment: placeholder for Agreement term}*

## C. Data Collection and Ownership Requirements

1. "Company Data" shall mean all data or information provided by or on behalf of Company, including but not limited to, customer personally identifiable information; energy usage data relating to, of, or concerning, provided by or on behalf of any customers; all data or information input, information systems and technology, software, methods, forms, manual's, and designs, transferred, uploaded, migrated, or otherwise sent by or on behalf of Company to Implementer as Company may approve of in advance and in writing (in each instance); account numbers, forecasts, and other similar information disclosed to or otherwise made available to Implementer. Company Data shall also include all data and materials provided by or made available to Implementer by Company's licensors, including but not limited to, all survey responses, feedback, and reports subject to any limitations or restrictions set forth in the agreements between Company and their licensors.

Prior to Implementer receiving any Company Data, Implementer shall comply, and always thereafter continue to comply, in compliance with Company's Data security policies set forth on Exhibit \_\_\_\_ ("Security Measures") and pursuant to Company's Confidentiality provisions in Section [ ]. Company's Data Security Measures and Confidentiality provisions require Implementer to adhere to reasonable administrative, technical, and physical safeguard protocols to protect the Company's Data from unauthorized handling, access, destruction, use, modification or disclosure.] *{Comment:*

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<sup>10</sup> "Program Energy Savings" will be defined in the Agreement.

*placeholder for Agreement term, each Company to add their own set of internal requirements}*

2. Public Record Act. Notwithstanding the foregoing, to the extent applicable, information provided to the Implementer may be subject to public review pursuant to the California Public Records Act (California Government Code Section 6250 *et seq.*), which provides that records in the custody of a public entity be disclosed unless the information being sought falls into one or more of the exemptions to disclosure set out in Government Code Sections 6254 through 6255. As a result, the Implementer may be obligated to disclose some or all information provided to the Implementer, to any party that requests it to the extent required under the California Public Records Act; provided, however the Implementer agrees to give [IOU] prompt notice of such request prior to releasing any information so the [IOU] may seek a protective order or other appropriate remedy and/or seek to resist or narrow the scope of the disclosure, including protecting the disclosure of any Confidential Information. *{Comment: placeholder for Agreement term, each Company to add their own set of internal requirements}*
3. Ownership and Use Rights.
  - (a) Company Data. Unless otherwise expressly agreed to by the Parties, Company shall retain all its rights, title and interest in Company's Data. *{Comment: placeholder for Agreement term, each Company to add their own set of internal requirements}*
  - (b) Program Intellectual Property. Unless otherwise expressly agreed to by the Parties, any and all materials, information, or other work product created, prepared, accumulated or developed by Implementer or any Implementer Party under this Agreement with Program funds ("Program Intellectual Property"), including, without limitation, inventions, processes, templates, documents, drawings, computer programs, designs, calculations, maps, plans, workplans, text, filings, estimates, manifests, certificates, books, specifications, sketches, notes, reports, summaries, analyses, manuals, visual materials, data models and samples, including summaries, extracts, analyses and preliminary or draft materials developed in connection therewith, shall be jointly owned by the Company and Program Participants<sup>11</sup>, if any and without further consideration, on behalf and for the benefit of their respective customers. Program Intellectual Property will be owned by Company upon its creation. Implementer agrees to execute any such other documents or take other actions as Company may reasonably request to perfect Company's ownership in the Program Intellectual Property. Implementer and Implementer Parties shall retain no interest, title or ownership in any Program Intellectual Property and such Program Intellectual Property shall be used by Implementer and Implementer Parties only to perform the obligations set forth hereunder. The Program Intellectual Property shall not

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<sup>11</sup> "Program Participants" is defined as any other entity (including, without limitation, any other utility) providing funding under the Program.



be used for any purpose that is outside the direct scope of this Agreement, including, without limitation, for any commercial purposes in Implementer or an Implementer's Party's general course of business, nor shall it be disclosed without the prior written consent of Company. *{Comment: placeholder for Agreement term, each Company to add their own set of internal requirements}*

- (c) Implementer's Pre-Existing Materials. If, and to the extent Implementer retains any preexisting ownership rights ("Implementer's Pre-Existing Materials") in any of the materials furnished to be used to create, develop, and prepare the Program Intellectual Property, Implementer hereby grants Company and the Program Participants on behalf of their respective customers and the CPUC for governmental and regulatory purposes an irrevocable, assignable, non-exclusive, perpetual, fully paid up, worldwide, royalty-free, unrestricted license to use and sublicense others to use, reproduce, display, prepare and develop derivative works, perform, distribute copies of any intellectual or proprietary property right of Implementer or any Implementer Party for the sole purpose of using such Program Intellectual Property for the conduct of Company's business and for disclosure to the CPUC for governmental and regulatory purposes related thereto. Unless otherwise expressly agreed to by the Parties, Implementer shall retain all its rights, title and interest in Implementer's Pre-Existing Materials. All claims to Implementer's Pre-Existing Materials to be furnished or used to prepare, create, develop or otherwise manifest the Program Intellectual Property must be expressly disclosed to Company prior to performing any Services under this Agreement. *{Comment: placeholder for Agreement term, each Company to add their own requirements}*

4. Billing, Energy Use, and Program Tracking Data.

Implementer shall comply with and timely cooperate with all CPUC directives, activities, and requests regarding the Program and Project evaluation, measurement, and verification (EM&V), and Rolling Portfolio sector and implementation plan metrics. *{Comment: placeholder for Agreement term, each Company to add their own requirements}*

Implementer shall make available to Company upon demand, detailed descriptions of the program, data tracking systems, baseline conditions, and participant data, including financial assistance amounts. *{Comment: placeholder for Agreement term, each Company to add their own requirements}*

Implementer shall make available to Company any revisions to Implementer's program theory and logic model (PTLM) and results from its quality assurance procedures, and comply with all Company EM&V requirements, including reporting of progress and evaluation metrics.] *{Comment: placeholder for Agreement term, each Company to add their own requirements}*

5. Access to Customer Sites.

Implementer shall be responsible for obtaining all access rights from customers and other third parties to the extent necessary to perform the Services. Implementer shall also procure all access rights from Implementer Parties, Customers and other third parties for Company and CPUC employees, representatives, designees and contractors to inspect the

Services. *{Comment: placeholder for Agreement term, each Company to add their own requirements}*

**D. Method for Calculating Co-Benefits and Economic Development Benefits of Programs in Disadvantaged Communities and/or for Hard-to-Reach Customers**

Implementer shall provide to Company all documentation and data identified in Table XX necessary to calculate the co-benefits (or non-energy benefits – NEBs) and economic development benefits of the Program, at the frequency stipulated in Table XX. Implementer shall utilize the methods outlined in study “XXXXXX”, or as otherwise agreed to between the Company and Implementer, to calculate co-benefits and economic development benefits.

“Co-Benefits” means non-energy related benefits (such as decreased GHG emissions, fewer sick days, etc.), particularly regarding hard-to-reach and disadvantaged communities, that are the result of the program.

“Economic Development Benefits” means local economic impacts (such as increased property values, number of jobs created, etc.), particularly regarding hard-to-reach and disadvantaged communities, associated with the Local Government Partnership program.

**Table 2: Co-benefits/Economic Development Benefit Fields**

Data Field	Frequency
TBD (TBD)	TBD

*{Comment: placeholder for Agreement term, each Company to add their own requirements}*

*{Comment: Evaluation, Measurement and Verification Study. Co-benefits are also known in the evaluation field as Non Energy Benefits (NEBs), and has a 20 year history of research from energy efficiency programs outside of California (see also the California Evaluation Framework, Chapter 11 “Non Energy Effects” -*

*http://www.calmac.org/events/California\_Evaluation\_Framework\_June\_2004.pdf). The high-level NEBs methods described below are based on standard practices in NEBs evaluation field. LG-specific NEB evaluation plans will be developed jointly by the IOUs and submitted to the CPUC for approval. Once EM&V study is complete, all future contracts will include the following modifiable terms in the contract.}*