

**AGREEMENT BETWEEN THE SILICON VALLEY CLEAN ENERGY AUTHORITY
AND
[ENTER ENTITY NAME] FOR
[ENTER PROJECT TITLE]**

THIS AGREEMENT is made and effective as of _____, 2021 (“Effective Date”), by and between the SILICON VALLEY CLEAN ENERGY AUTHORITY (“Authority”), an independent public agency, and *[ENTITY LEGAL NAME]*, a *[ENTITY TYPE (e.g. CA corporation, partnership, etc.)]* (“Participant”). In consideration of the covenants, conditions and undertakings set forth herein, the parties agree as follows:

RECITALS. Authority is an independent public agency duly organized under the provisions of the Joint Exercise of Powers Act of the State of California (Government Code Section 6500 et seq.) (“Act”) with the power to conduct its business and enter into agreements.

A. Authority has launched an innovation pilot partnership program called Innovation Onramp (“Program”) in order to facilitate and support innovative research and the evaluation, testing, and implementation of innovative, emerging technologies and ideas, with the goal of accelerating decarbonization.

B. Participant has submitted a pilot project proposal to the Innovation Onramp program, pursuant to which Participant proposes to [1-sentence summary of project] (the “Project”).

C. Participant possesses the skill, experience, ability, background, training and knowledge to provide the services described in this Agreement pursuant to the terms and conditions described herein.

D. Authority finds that the use of Grant Funds, described herein, furthers a public purpose and meets the goals and objectives established for the Program, and desires to award Participant a one-time grant pursuant to the terms of this Agreement.

Authority and Participant desire to enter into an agreement to carry out the Project upon the terms and conditions herein.

NOW, THEREFORE, the Parties mutually agree as follows:

1. GRANT. Authority hereby agrees to provide funding to Participant in an amount not to exceed *[Grant Amount]*, subject to the provisions of this Agreement (“Grant Funds”). Participant shall use the Grant Funds to support the Project and for no other purposes. In order to request payment, Participant shall submit invoices to the Authority upon completion of each milestone described in the following section.

2. USE OF GRANT FUNDS. Participant shall use the Grant Funds to support the Project, which includes the following: *[insert milestones and goals]*.

3. TERM. This Agreement shall commence on the Effective Date, and shall remain and continue in effect until the final Grant Funds are paid to Participant or one (1) year from the Effective Date of this Agreement, whichever occurs first, unless sooner terminated pursuant to the provisions of this Agreement. Authority reserves the right to withhold Grant Funds or terminate this Agreement for any reason upon 30 days' written notice to Participant.

4. REPORTING AND RECORDS. Participant agrees to cooperate with Authority and provide requested information related to the use of Grant Funds and the Project, including reports for the purposes of Authority's evaluation, measurement, and verification of activities for the Program. During the course of the Project and for three (3) years thereafter from the receipt of the final Grant Funds, the Participant agrees to maintain, intact and readily accessible, all communications, data, documents, reports, records, contracts, and supporting materials relating to the Project, as Authority may require.

5. COMPLIANCE. Participant shall keep informed of and comply with all applicable local, state and federal laws. Participant shall procure all applicable permits and licenses, pay all applicable charges and fees, and give all notices as may be required by law in the performance of services under this Agreement.

6. CALIFORNIA PUBLIC RECORDS ACT. Participant acknowledges that Authority is subject to the California Public Records Act (Gov. Code § 6250 *et seq.*). Authority acknowledges that Participant may submit information to Authority that Participant considers to be confidential, proprietary, or trade secret information. Only such information clearly designated in writing as "confidential" shall be deemed "Confidential Information." Upon request or demand of any third person or entity ("Requestor") for the production, inspection, and/or copying of Confidential Information, Authority shall notify Participant that such request has been made. Participant shall be solely responsible for taking whatever legal steps are necessary to protect Confidential Information and to prevent its release to the Requestor. Without limiting Authority's right to disclose Confidential Information as may be required by law, if Participant takes no such action after receiving the foregoing notice from Authority, Authority shall be permitted to release information it deems subject to disclosure.

7. NOTICES. Any notices provided under this Agreement must be in writing and may be given either by mail or e-mail to the following addresses:

TO AUTHORITY: Silicon Valley Clean Energy Authority
333 W. El Camino Real #330
Sunnyvale, CA 94087
Attention: _____

TO PARTICIPANT: [ENTITY]
[ADDRESS]
Attention: _____

8. INDEPENDENT PARTIES. Authority and Participant intend that the relationship between them created by this Agreement is that of an independent contractor. The manner and

means of conducting the work are under the control of Participant, except to the extent they are limited by statute, rule or regulation and the express terms of this Agreement. No civil service status or other right of employment will be acquired by virtue of Participant's services. None of the benefits provided by Authority to its employees, including but not limited to, unemployment insurance, workers' compensation plans, vacation and sick leave are available from Authority to Participant, its employees or agents. Deductions shall not be made for any state or federal taxes, FICA payments, PERS payments, or other purposes normally associated with an employer-employee relationship from any fees due Participant. Payments of the above items, if required, are the responsibility of Participant.

9. INDEMNIFICATION. Participant shall indemnify, protect, defend and hold harmless Authority, its elected officials, officers, employees, volunteers, and representatives from any and all suits, claims, demands, losses, defense costs or expenses, actions, liability or damages of whatsoever kind and nature which Authority, its officers, agents and employees may sustain or incur or which may be imposed upon them for injury to or death of persons, or damage to property arising out of Participant's acts or omissions arising out of or in any way related to the performance or non-performance of this Agreement.

10. PARTICIPANT'S AUTHORITY. Participant represents and warrants that (a) it has the power and authority to enter into this Agreement and to perform its obligations hereunder; (b) the person who executes this Agreement on its behalf has the necessary authority to bind Participant; and (c) neither the execution and delivery of this Agreement nor the performance of its obligations hereunder will constitute a violation of, a default under, or conflict with any term of any governance documents or other agreements to which it is bound.

11. ENTIRE AGREEMENT. This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

SILICON VALLEY CLEAN ENERGY AUTHORITY

APPROVED AS TO FORM:

Greg Stepanicich, General Counsel

[COMPANY]

By: _____

Name:

Title:

By: _____

Name:

Title: