

DISCLAIMER:

THIS IS A SAMPLE CONTRACT FOR CONTRACTS FROM \$100k and above.

ALL NEGOTIATIONS TO BE CONDUCTED THROUGH NEEA'S BUSINESS OPERATIONS MANAGER!

Contract Number: *CONTRACT NUMBER*****

Contract Title: *CONTRACT TITLE*****

PARTIES:

Northwest Energy Efficiency Alliance, Inc.

529 S.W. 3rd Ave., Suite 600

Portland, OR 97204

and

*****CONTRACTOR*****

****CONTRACTOR ADDRESS****

In consideration of the mutual promises and other items of value exchanged between them, the Northwest Energy Efficiency Alliance, Inc. ("NEEA") and ****CONTRACTOR**** ("Contractor") enter into the following "the "Contract"). The parties agree as follows:

1. Statement of Work

1. This is a time and materials contract. The Contractor shall perform the work and shall deliver to NEEA the work products listed in the Statement of Work attached and incorporated as Exhibit A. All such work and work products are sometimes collectively referred to as "Tasks".

2. Schedule

1. Contractor shall perform all Tasks pursuant to the schedule set forth in the Statement of Work. This Contract begins on ****START DATE**** and ends on ****END DATE****. Time is of the essence in the performance of this Contract.
2. If the Contractor does not perform the Tasks pursuant to the schedule for reasons other than acts of NEEA, NEEA may require the Contractor to increase its work force, work overtime, or take such other corrective actions as may be required to ensure completion in accordance with the schedule, all at Contractor's own expense. NEEA may also exercise its remedies as set forth in Section 14.

3. Contract Price

1. As full compensation for satisfactory performance of the Tasks, NEEA shall pay Contractor based upon time and materials an amount not to exceed the sum of ****CONTRACT VALUE****. This amount is an authorization ceiling and does not construe a guarantee or commitment.

4. Payment and Reporting

1. Per NEEA's funding requirements, every calendar year, a Statement of Work and budget has to be approved by NEEA prior to commencing work in that calendar year. The annual budget will follow the format set forth in Exhibit B.
2. For each month that the Contract is in effect, Contractor shall submit to NEEA as soon as possible after the end of each calendar month and no later than ten (10) days after the end of each calendar month the following items:
 1. Invoice and Financial Documentation – Exhibit B
 2. Progress Report – Exhibit C
3. Each item shall be clearly labeled and shall bear the number assigned to this Contract. The items shall be emailed (or mailed) to NEEA at its address specified below. If no additional information is required, then NEEA shall make the requested payment within thirty (30) days after NEEA's receipt of said items. If additional information or correction

is required, NEEA shall make payments within thirty (30) days after NEEA's receipt and approval of said additional information.

1. Northwest Energy Efficiency Alliance
Attention: Accounts Payable
529 SW Third Avenue, Suite 600
Portland, OR 97204
Email: billing@nwalliance.org
Phone: 503-827-8416

4. Invoices and financial documentation shall clearly set forth the date of the payment request and the amount requested organized by the budgetary categories set forth in Exhibit B.
 1. Supporting financial documentation shall contain a description of services, the hours expended toward each service, the billing rate for each hour of service, any costs or related charges, and a total for the invoicing period and submit these for approval by NEEA. Contractor shall submit with each invoice all receipts for any expenses in excess of \$25.00 for which Contractor is requesting reimbursement; provided, however, that if the Contractor is requesting reimbursement on a per diem basis, such request must be clearly noted in the report and shall include the calculation of the per diem reimbursement using current federal government rates.
 2. Each invoice shall be supported by such further documentation and explanation as NEEA may request. Contractor shall keep any receipts for expenditures in the ordinary course of business and shall forward receipts for any extraordinary expenses for any calendar month. In accordance with 2 CFR part 230 (OMB Circular A-122), NEEA may not reimburse Contractor for either of the following categories of expenses: 1) alcoholic beverages or 2) entertainment costs which are defined as "costs of entertainment, including amusement, diversion, and social activities and any costs directly associated with such costs (such as tickets to shows or sports events, meals, lodging, rentals, transportation, and gratuities)".
5. Contractor shall provide progress reports monthly in the format set forth in Exhibit C. Each report shall provide a brief discussion of the previous month's activity for each Task, describe the progress the Contractor is making toward its goals, and identify and explain any unusual situations encountered that affect costs or effectiveness of the project. Contractor must deliver specified tracking information as outlined in the Statement of Work.
6. If unanticipated project needs arise, Contractor is authorized to make subtotal budget line item transfers not exceeding ten percent (10%) of the budget allocated to that item or Task. Reallocation of funds exceeding this amount must have the prior written approval of NEEA. Contractor shall send a written request for such budget changes to NEEA. NEEA will approve or deny the request as soon as possible.
7. If any taxes, fees, costs or penalties are imposed on NEEA, including, but not limited to, sales, use and value-added taxes, arising out of Contractor's performance under this Contract as a result of legislation or regulations not in effect as of the effective date of the contract, the parties shall promptly meet to negotiate a fair allocation of said taxes, fees, costs or penalties.
8. NEEA may, without limiting any other rights or remedies, withhold from any payment hereunder the reasonable value of any third party claim against NEEA that Contractor has failed to settle pursuant to its indemnity obligations contained herein. NEEA may also withhold from any payment hereunder sufficient funds to discharge any delinquent accounts of Contractor for which liens on NEEA's property have been filed, and NEEA may at any time pay therefore from Contractor's account such amounts as are admittedly due thereon, including any sums due under any federal or state law. NEEA may also withhold payments to Contractor until any defective Tasks are corrected or to achieve compliance with this Contract, pursuant to Section 14 of this Contract.

5. Performance by Contractor

1. NEEA is committed to acting ethically and ensuring compliance with all laws applicable to its business and NEEA's policies and standards. NEEA has established Standards of Business Conduct (Standards), set forth at <http://www.nwalliance.org>, to help promote its culture of honesty, integrity and trust. Contractor represents that it has reviewed these Standards. Because Contractor's business practices may impact or reflect upon NEEA, Contractor, its employees, agents and subcontractors, shall adhere to NEEA's Standards while this Contract is in effect. Contractor's failure to do so may result in termination of this Contract for cause pursuant to Section 15 below.
2. NEEA will establish performance metrics for Contractor, including a Statement of Work and budget. NEEA will conduct annual performance evaluations with Contractor, and shall issue an evaluation in the form set forth in

Exhibit D. If Contractor receives a rating below "Excellent", Contractor shall develop and submit to NEEA an improvement plan acceptable to NEEA within 30 days of receipt of NEEA's performance evaluation. Failure to comply or adequately address issues may result in termination of this Contract for cause pursuant to Section 15 below.

3. No delegation or subcontracting of performance of any of the Tasks, with or without NEEA's prior consent, shall relieve Contractor of its responsibility to perform the Tasks in accordance with this Contract.
4. Contractor shall at all times be an independent Contractor and not an agent or representative of NEEA with regard to performance of the Tasks. Contractor shall not represent that it is, or hold itself out as, an agent or representative of NEEA. In no event shall Contractor be authorized to enter into any contract or undertaking for or on behalf of NEEA. Employees of the Contractor are not employees of NEEA for any purposes in the performance of this Contract. Contractor shall notify NEEA of its intent to: 1) appoint a new subcontractor, 2) change any subcontractor or 3) substantially expand the work, or scope of work, of any subcontractor. NEEA reserves the right to disapprove any subcontractor used by the Contractor.
5. Contractor shall immediately report to NEEA any events having a negative impact on the Tasks. At the time of performance, Contractor shall be properly licensed, equipped, organized and financed to perform the Tasks. Subject to compliance with the requirements of this Contract, Contractor shall perform the Tasks as it sees fit.
6. Contractor shall cooperate fully with NEEA and coordinate performance of the Tasks with any related work performed by NEEA or others. If any Tasks to be performed by the Contractor depend upon the results of work performed by NEEA or others, Contractor shall immediately notify NEEA of any actual or apparent deficiencies in such other work. Contractor does not assume responsibility for complete or correct performance of work by others, except for its subcontractors.
7. Contractor shall at all times employ persons to perform the Tasks who are fully experienced and properly qualified to perform the same.
8. Contractor shall immediately notify NEEA of any liens filed or claims or potential claims asserted against Contractor in connection with the Tasks. Contractor shall promptly pay and secure the discharge of or contest any liens or claims asserted by any and all persons and entities furnishing labor, equipment, materials or other items in connection with the Tasks. Contractor shall furnish to NEEA such releases of claims and other documents NEEA may reasonably request related to such liens or other claims.
9. The following individuals are designated key personnel for purposes of this Contract: ***CONTRACTOR CONTACT****, *****CONTRACTOR****. Neither Contractor nor any of Contractor's subcontractors (if any) may replace any key personnel without written consent from NEEA. Further, if the employment of any of the key personnel terminates or they are no longer available for work under this Contract for any reason, whether voluntary or involuntary, Contractor shall notify NEEA within 24 hours of any such change or termination. Upon notification of changes in key personnel NEEA, at its sole discretion, reserves the right to terminate this Contract pursuant to Paragraph 15.1 below.
10. If data input into NEEA's computer tracking systems is included in the Statement of Work, Contractor and/or its employees or subcontractors shall sign a NEEA Systems Use Agreement.

6. **Compliance with Laws; Conflicts of Interest**

1. Contractor shall comply with all applicable rules and regulations, now or hereafter in effect, of any governmental authority (including, but not limited to, such requirements as may be imposed upon NEEA and that are applicable to the Tasks). All rules and regulations required to be incorporated in contracts of this character are incorporated by this reference. In addition to the preceding general requirements, Contractor also specifically agrees to comply with the following requirements contained in 2 CFR part 215 (OMB Circular A-110) and to "flow down" all such rules, regulations, and requirements to any and all of Contractor's subcontractors:
2. **Equal Employment Opportunity.** Contractor shall comply with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
3. **Rights to Inventions and Data Made Under a Contract or Agreement.** If this Contract is for the performance of experimental, developmental, or research work, then Contractor shall provide for the rights of the Federal Government and NEEA in any resulting inventions and data in accordance with 37 CFR part 401, "Rights to

Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 35 USC § 203, "Patent Rights in Inventions Made with Federal Assistance," Title 48, Chapter 1, of the Code of Federal Regulations, "the Federal Acquisition Regulations (FAR) System," Title 48, Chapter 1, of the Code of Federal Regulations, "Department of Energy Acquisition Regulation," and any other applicable laws and/or implementing regulations, including implementing regulations issued by the awarding agency.

4. **Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended.** If this Contract is in excess of \$100,000 Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C 1251 et seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
5. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).** If this Contract is for \$100,000 or more, Contractor and its subcontractors shall file the certification required by the statute and the associated regulations. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to NEEA.
6. **Debarment and Suspension (E.O.s 12549 and 12689).** Contractor represents and warrants that it is not listed on the General Services Administrator's List of Parties Excluded from Federal Procurement or Nonprocurement Programs (the "List") in accordance with E.O.s 12549 and 12689, "Debarment and Suspension." The List contains the names of parties debarred, suspended or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractor further warrants and certifies that if either it or any of its principal employees becomes listed on the List during the performance of this Contract, then Contractor shall immediately inform NEEA in writing. If this Contract exceeds \$100,000, then Contractor shall also specifically represent and affirm to NEEA in writing that neither it nor any of its principal employees is on the List.
7. Contractor acknowledges that NEEA is a nonprofit organization whose primary goal is to promote the efficient use of electrical energy. Contractor further acknowledges that it is important to NEEA that Contractor perform its Tasks without being subject to any conflicts of interest which might interfere with the accomplishment of the Tasks. Conflicts of interest include, but are not limited to, situations in which the Contractor cannot objectively perform all its required Tasks under this Contract because of: 1) Contractor's obligations under another Contract, whether with NEEA or otherwise or 2) Contractor's other business interests. Contractor has no conflicts of interest that might interfere with its performance under this Contract. Contractor will immediately inform NEEA of any conflicts that arise or may arise during the term of this Contract by written notice to NEEA. NEEA and Contractor shall immediately address any such conflicts or potential conflicts as they may arise.
8. **Acknowledgement of Specific Government Funding and Rights.** Contractor acknowledges that funding for this Contract was made, at least in part, by the U.S. government in connection with Grant No. 44790 to NEEA from the Bonneville Power Administration (BPA), which is incorporated herein by reference and a copy will be provided upon request. Contractor acknowledges and agrees that federal law provides that the government may have certain rights to any inventions or data created in connection with this Contract, that Contractor may need to provide copies of such data upon request, and that Contractor's rights to such inventions may be limited or lost if Contractor's obligations, including flow down obligations arising from Subsection 6.3, pursuant to these laws and implementing regulations are not met. Contractor agrees that it shall be responsible for any obligations and related reporting, disclosure, and delivery requirements provided in such laws and regulations, and Contractor agrees to promptly copy NEEA on all correspondence to BPA in connection therewith. Unless otherwise designated by NEEA or BPA, correspondence with BPA should be addressed BPA's Project Technical Representative for Grant No. 44790, whose current name and contact information is presented below. Contractor further agrees that any such correspondence shall indicate that the correspondence arises from BPA's Grant No. 44790 to NEEA and that Contractor is a subcontractor of NEEA for Tasks that are funded at least in part by the Grant.

1. Bonneville Power Administration
Attn: Lauren Gage / KLH-1
P.O. Box 3621
Portland, Oregon 97208
email: lsmgage@bpa.gov

7. Examination of Records and Audit Requirements

1. The Contractor's performance of the Tasks shall, upon at least 24 hours' written notice, be subject to verification by and approval of NEEA. Such verification or approval shall not relieve Contractor of responsibility for performance of the Tasks. Contractor shall provide NEEA sufficient, safe and proper facilities and equipment for such inspection and free access to such facilities upon 24 hours' advance notice.
2. Contractor shall keep accurate and complete accounting records in support of all cost billings to NEEA in accordance with generally accepted accounting principles and practices, consistently applied. NEEA or its audit representative shall have the right at any reasonable time or times and after 24 hours' advance notice to the Contractor to examine, audit and reproduce the records, vouchers, and source documents that serve as the basis for compensation, other than compensation that is fixed in amount by this Contract, at NEEA's cost. Such documents shall be available for examination, audit and reproduction at Contractor's office for three (3) years after completion of the work. Contractor shall assist NEEA in preparing necessary audit material and will allow NEEA to review any work papers prepared by independent auditors as allowed by professional standards. Any over-collections shall be returned within thirty (30) days from date of notice of overcharge. NEEA's audit findings will be final for the period audited.

8. Materials, Information, Property and Other Items

1. To the extent not otherwise prohibited by law, all new materials, information, property and other items accumulated or developed in connection with the Tasks (including, but not limited to, documents, drawings, plans, specifications, calculations, maps, sketches, notes, reports, data, estimates, models, samples, completed Tasks and Tasks in progress), together with all rights associated with ownership of such items and all intellectual property rights (such as copyright and patent rights) shall belong exclusively to NEEA, whether or not delivered to NEEA. Contractor shall deliver such items, together with all materials, information, and other property furnished by NEEA, or the cost of which is included in the compensation payable under this Contract, to NEEA upon request, and in any event upon the completion, termination or cancellation of this Contract. Contractor hereby assigns and agrees to assign to NEEA all rights to such items, including, without limitation, all copyrights and patent rights. Contractor also agrees to cooperate fully in connection with any patent application and/or copyright registration in the foregoing items, including providing any signatures related to the filing of such applications and/or registrations and any signatures related to assignment of such application and/or registration to NEEA. To the extent that the assignment of rights to NEEA of any of the above such new materials, information, property and other items, as defined herein, is prohibited by law or otherwise not possible, Contractor agrees to grant NEEA a non-exclusive, sublicensable, royalty-free license to any such new materials, information, property and other items. Furthermore, upon request from NEEA, Contractor agrees to provide NEEA's funders with a non-exclusive, royalty-free license to any such new materials, information, property and other items, as defined herein.
2. Contractor shall not, without the prior written consent of NEEA or unless otherwise directed by the Statement of Work, disclose to third parties any information developed or received in connection with the Tasks unless: (1) the information was known to Contractor prior to receiving the same directly or indirectly from NEEA in connection with the Tasks; (2) the information is in the public domain at the time of disclosure by Contractor; or (3) the information is received by Contractor from a third party who did not receive the same directly or indirectly from NEEA or in connection with the Tasks. If requested by NEEA, Contractor shall obtain from its employees, its suppliers, and subcontractors of any tier and their respective employees, nondisclosure contracts in form and content satisfactory to NEEA.
3. Contractor shall store at Contractor's expense, all items accumulated, collected, or developed in connection with the Tasks for a period of not less than three (3) years after termination of this Contract. Contractor shall provide any or all of the items to NEEA upon request made at any time during the Contract and for a period of three (3) years after termination of this Contract. Not less than sixty (60) days prior to the expiration of said three (3) year period, Contractor shall notify NEEA in writing of the expiration date and shall inquire whether NEEA wants any or all of said items delivered to NEEA. If NEEA wants any or all of said items delivered to it, NEEA shall so notify Contractor (specifying which items, if it wants fewer than all of said items) not less than five (5) working days prior to the expiration date contained in Contractor's notice to NEEA, and Contractor will promptly deliver the requested items, at Contractor's expense.

9. Indemnification

1. Contractor shall indemnify, defend and hold harmless NEEA, its directors, officers, employees, and agents (collectively, NEEA Indemnitees) from any and all claims, demands, suits, losses, costs, and damages of every kind and description, including attorney fees, brought or made against or incurred by any of NEEA Indemnitees resulting from, arising out of, or in any way connected with, any act of Contractor, its employees, agents, representatives, subcontractors of any tier, or their employees, agents, or representatives in the performance or nonperformance of

Contractor's obligations under this Contract or in any way related to this Contract. The indemnity obligations under this Section shall include without limitation:

1. Loss of or damage to any property of a party or any third party;
 2. Bodily or personal injury to, or death of any person(s), including without limitation employees of a party or its contractors or subcontractors of any tier; and
 3. Claims arising out of workers' compensation, unemployment compensation, or similar such laws or obligations applicable to employees of a party or its contractors or subcontractors of any tier.
2. NEEA shall indemnify, defend and hold harmless Contractor, its directors, officers, employees, and agents (collectively, Contractor Indemnitees) from any and all claims, demands, suits, losses, costs, and damages of every kind and description, including attorney fees, brought or made against or incurred by any of the Contractor Indemnitees resulting from, arising out of, or in any way connected with, any act of NEEA, its employees, agents or representatives in the performance or nonperformance of NEEA's obligations under this Contract or in any way related to this Contract. The indemnity obligations under this Section shall include without limitation:
1. Loss of or damage to any property of a party or any third party;
 2. Bodily or personal injury to, or death of any person(s), including without limitation employees of a party or its contractors or subcontractors of any tier; and
 3. Claims arising out of workers' compensation, unemployment compensation, or similar such laws or obligations applicable to employees of a party or its contractors or subcontractors of any tier.
3. Contractor shall indemnify, defend and hold harmless NEEA Indemnitees from all claims, losses, harm, liabilities, damages, costs, expenses (including, but not limited to, attorney fees) and royalties arising out of or in connection with any claims, action, suit or proceeding based upon infringement (or alleged infringement) of any patent, copyright, trade name or trademark, or upon the Contractor's or its subcontractors' wrongful use (or alleged wrongful use) of any confidential or proprietary concept, method, process, product, writing, information or other item, arising out of, or in connection with, this Contract, performance of the Tasks or the use of any of the Tasks.
4. If any of the Tasks or any use of the Tasks constitutes an infringement of any patent, copyright, trade name or trademark, or wrongful use of any confidential or proprietary concept, method, process, product, writing, information or other item, Contractor shall at its expense either (1) procure for NEEA and the rest of the NEEA Indemnitees the right to use the infringing item; (2) replace the infringing item with a substantially equal but non-infringing item; or (3) modify the infringing item so that it becomes non-infringing.

10. Workers' Compensation and Insurance

1. Contractor shall ensure that, with respect to all persons performing the Tasks, Contractor, its suppliers and its subcontractors maintain in effect at all times during performance of the Tasks coverage or insurance in accordance with the applicable laws relating to workers' compensation and employer's liability insurance.
2. Without limiting any liabilities or any other obligations of Contractor, Contractor shall, prior to commencing work, secure and continuously carry with insurers having an A- rating (or better) from A.M. Best Company the following minimum insurance coverage:
 1. **Commercial General Liability** insurance with a minimum single limit of \$1,000,000. The coverage shall include:
 1. Bodily Injury and Property Damage Liability;
 2. Contractual Liability;
 3. Products and Completed Operations to protect against and from all loss by reason of injury to persons or damage to property, including all third persons, and property of NEEA and all third parties based upon or arising out of Contractor's operations hereunder, including the operations of its subcontractors of any tier.
 2. **Business Automobile Liability** insurance with a minimum single limit of \$1,000,000 for bodily injury and property damage with respect to Contractor's vehicles, whether owned, hired or non-owned, assigned to, or used in the performance of the Tasks.
 3. **Professional Liability** insurance that covers all the Tasks Contractor will be performing for NEEA with a minimum single limit of \$1,000,000.
3. The policies required herein shall include provisions or endorsements naming NEEA, its directors, officers and employees as additional insureds. Unless specifically waived by NEEA, a certificate of insurance and its respective endorsement certifying to the issuance of such insurance shall be furnished to NEEA within ten (10) days of the execution of this Contract. For all commercial general liability coverage written on a "claims-made" basis, the

certificate shall also identify the retroactive date(s) and all later endorsements, if any. If requested by NEEA, a copy of each insurance policy, certified as a true copy by an authorized representative of the issuing insurance company, shall be furnished to NEEA.

4. NEEA shall be notified by Contractor of any commercial general liability policies maintained hereunder and written on a "claims-made" form. Such insurance policies written on a "claims-made" basis shall be maintained by Contractor for a minimum period of five (5) years after the completion of this Contract, and NEEA may, at its discretion, require Contractor, at Contractor's sole expense, to institute other measures to guarantee future coverage for claims as contemplated by this Contract.

11. NEEA Communications Guidelines

1. The Contractor shall adhere to the NEEA Brand Standards and Communication Guidelines set forth at <http://neeabrand.nwalliance.org>. The Contractor shall contact NEEA's Corporate Communications department if any clarifications is needed.
2. Contractor shall give NEEA's Corporate Communications department a two-week notice of and an opportunity to review any proposed written or posted publication of this award or results of this award, and any materials that result from this Contract that are published or otherwise disseminated. Such materials shall include an acknowledgement that this activity was supported, in whole or in part, by NEEA, but that such support does not constitute an endorsement by NEEA of the views expressed therein. Northwest Energy Efficiency Alliance grants permission to reproduce this material in whole or in part only for information or education purposes.
3. All program materials must be approved by NEEA.
4. The Contractor is not permitted to speak to the media on behalf of NEEA, or regarding any NEEA-funded project, without prior approval from NEEA Corporate Communications.
5. Contractor acknowledges that it has read and will comply with NEEA's Brand Guidelines.

12. Changes

1. Changes to this Contract may only be made by a written amendment signed by both parties. This Contract may not be orally modified.

13. Disputes

1. The use of mediation is encouraged and may be used as negotiated between the parties.
2. All claims arising out of this Contract and all disputes not settled by the parties shall be settled by binding arbitration in accordance with the then effective rules of the Arbitration Service of Portland, Inc. Judgment upon the award rendered by the arbitrator(s) may be entered in the court having jurisdiction as further defined in paragraph 16.11. Any hearing shall be held in Portland, Oregon.

14. Correction of Noncompliance

1. Contractor shall at its expense promptly and satisfactorily correct any Tasks within its or its subcontractors' control found, by NEEA, to be defective or not in compliance with the requirements of this Contract.
2. If NEEA directs Contractor to correct defective or non-complying Tasks or otherwise to achieve compliance with this Contract and Contractor thereafter fails to comply or indicates its inability or unwillingness to comply, NEEA may, upon ten (10) days' advance written notice to Contractor of NEEA's intention to do so, correct (or cause to be corrected) the defect or noncompliance, or otherwise achieve compliance by the most expeditious and commercially reasonable means available to it (by Contract or otherwise) and recover the cost of the correction by offset against compensation payable under this Contract or charges to the Contractor not to exceed payments made to the Contractor under this Contract.
3. NEEA's right to make corrections and otherwise achieve compliance and recover from Contractor the cost thereof is in addition to all other rights and remedies available to NEEA under this Contract or otherwise by law and shall in no event be construed or interpreted as obligating NEEA to make any correction of defective or noncomplying Tasks or otherwise to achieve compliance with this Contract. Contractor's obligation to correct defective or noncomplying Tasks shall not in any way limit or qualify any other obligation of Contractor under this Contract. Further, Contractor's obligations shall not be limited or qualified in any way because of any corrections or other obligations performed (or caused to be performed) by NEEA or NEEA's right to perform (or cause to be performed) the same.

15. Termination

1. NEEA may at any time, upon ten (10) days' written notice to Contractor, terminate this Contract for all Tasks not then performed, whether or not Contractor is then in breach or default. Upon receipt of any such notice of termination, Contractor shall, except as otherwise directed by NEEA, cease performance of the Tasks as specified in such notice.
2. NEEA may at any time terminate this Contract for cause if the Contractor (1) fails to perform any of its responsibilities set forth in the Statement of Work, or fails to make sufficient progress in its work as to endanger, in the judgment of NEEA, complete and timely performance; (2) breaches any of its warranties under this Contract; (3) fails to comply with any material provision of this Contract; or (4) violates any provision of this Contract that specifically authorizes NEEA to terminate for cause. NEEA shall give the Contractor written notice of such termination specifying the date of termination and the cause. Such termination is effective immediately.
3. If termination is not the result of Contractor's breach or default, an equitable adjustment shall be made in the compensation payable to Contractor under this Contract, provided that such compensation as so adjusted shall in no event exceed a percentage of the total compensation otherwise payable under this Contract equal to the percentage of the Tasks satisfactorily completed at the time of termination. Contractor shall use its best efforts to minimize the compensation payable under this Contract in the event of such termination.
4. Upon default by either party, the non-defaulting party may pursue all available legal and equitable remedies against the defaulting party concurrently. The exercise of any legal or equitable remedy shall not prevent the non-defaulting party from pursuing any other available remedy.

16. Miscellaneous

1. Any notice under this Contract shall be in writing and shall be delivered in person, sent by facsimile with confirmation, or mailed, properly addressed and stamped with the required postage, to the intended recipient at the fax number or address and to the attention of the person specified below. Either party may change its fax number or address specified below by giving the other party notice of such change in accordance with this Section. Notices are effective upon: 1) personal delivery, 2) the date of confirmed delivery if by facsimile or 3) if mailed, at the expiration of the third day after the date of deposit in the U.S. mail.
2. Contractor shall not (by contract, operation of law, or otherwise) assign this Contract or any right or interest in this Contract without the prior written consent of NEEA. Any assignment without NEEA's prior written consent shall be voidable at NEEA's option. No assignment, with or without NEEA's prior written consent, shall relieve Contractor from its responsibility to perform the Tasks in accordance with this Contract. Subject to the foregoing restriction on assignment by Contractor, this Contract shall be fully binding upon, inure to the benefit of, and be enforceable by the successors, permitted assigns and legal representatives of the respective parties to this Contract.
3. The failure of either party to insist upon or enforce strict performance by the other party of any of the provisions of this Contract or to exercise any rights under this Contract shall not be construed as a waiver or relinquishment to any extent of its right to assert or rely upon any such provisions or rights in that or any other instance; rather, the same shall be and remain in full force and effect.
4. Contractor acknowledges that NEEA receives funds from different public agencies, and is therefore subject to requirements imposed by NEEA's funding agreements with these agencies. These requirements are in turn reflected in NEEA's contracts with its contractors. In the event that additional requirements are at any time imposed by a funding agreement, the parties shall in good faith promptly renegotiate this Contract so that the Contract is in compliance with the funding agreement.
5. All obligations of Contractor and of NEEA that may reasonably be interpreted or construed as surviving the completion, termination or cancellation of this Contract shall survive the completion, termination or cancellation of this Contract, including but not limited to Sections 5,6,7,8,9,13,15 and 16.
6. Contractor shall take such action (including, but not limited to, the execution, acknowledgement and delivery of documents and data) as may be requested by NEEA, or required by law, for the implementation or continuing performance of this Contract.
7. The rights and remedies of the parties set forth in any provision of this Contract are in addition to and do not in any way limit any other rights or remedies afforded by any other provision of this Contract, by any of Contractor's suppliers or subcontractors of any tier, or by law.

8. This Contract sets forth the entire agreement of the parties and supersedes any and all prior negotiations or agreements, whether written or oral, with respect to the Tasks.
9. The invalidity or unenforceability of any provision of this Contract shall not affect the other provisions hereof. Accordingly, if any provision of this Contract is determined to be invalid or unenforceable in any respect for any reason, the validity and enforceability of any such provision in any other respect and of the remaining provisions of this Contract will not be in any way impaired. In addition, if such invalid or unenforceable provision may be modified so as to be valid and enforceable as a matter of law, such provision will be deemed to have been modified so as to be valid and enforceable to the maximum extent permitted by law. Contractor and NEEA further agree to cooperate to amend this Contract or to otherwise agree upon such additional steps as may be necessary to accomplish the original spirit and scope of this Contract, to the extent permitted by law.
10. This Contract shall be interpreted, construed and enforced in all respects in accordance with the substantive and procedural laws of the State of Oregon.
11. In the event of any arbitration, suit or action to enforce or interpret any provision of this Contract (or that is based on this Contract), the prevailing party is entitled to recover, in addition to other costs, reasonable attorney fees in connection with the arbitration, suit or action, and in any appeals. The determination of who is the prevailing party and the amount of reasonable attorney fees to be paid to the prevailing party will be decided by the arbitrator, court or courts, including any appellate courts, in which the matter is tried, heard, or decided.
12. Subject to paragraph 13.2, each party irrevocably submits to the exclusive jurisdiction of the Multnomah County Circuit Court or the United States District Court in Portland, Oregon, over any suit, action or proceeding arising out of or relating to this Contract, and confirms that such court shall have personal jurisdiction over such party. Each party irrevocably waives any right to assert, as a defense or otherwise, any claim that it is not subject to the jurisdiction or venue of such court. The parties agree that such courts offer convenient forums and proper venues for any such suit.

Northwest Energy Efficiency Alliance, Inc.

*****CONTRACTOR*****

Signature

| Executive Director

Date: _____

Printed Name

Address for Notices:
 Northwest Energy Efficiency Alliance, Inc.
 529 SW Third Ave., Suite 600
 Portland, OR 97204
 PH:503-827-8416
 FAX:503-827-8437

Date: _____

Phone: _____

Fax: _____

Federal Tax ID#: _____

Address for Notices:

*****CONTRACTOR*****

****CONTRACTOR ADDRESS****