

# Working Together Grant Agreement



Legal/Finance | Form 200<sub>WT</sub>

Energy Trust's Working Together Grants program provides funding to competitively selected community-based 501(c)(3) nonprofit organizations for the purpose of developing mission-aligned pathways and partnerships to reach and serve customers of color, customers with low-incomes, and customers located in rural communities that could benefit from Energy Trust's program services and cash incentives.

The organization listed in Section 1 below submitted a Grant Application to Energy Trust's Working Together Grants program seeking funding in support of its proposed Working Together project (the "Project Proposal"). Energy Trust selected the submitted Project Proposal as eligible to receive a Working Together Grant according to the requirements set forth in this Grant Agreement.

**Energy Trust of Oregon, Inc. ("Energy Trust") and the Grant Recipient named in Section 1 below agree as follows:**

## Section 1: Grant Recipient Information

Legal Name (as shown on W9 form)		("Grant Recipient")	
Street Address	City	State	Zip
Check Mailing Address (if different)	City	State	Zip
Phone <input type="checkbox"/> office <input type="checkbox"/> cell	Other Phone	<input type="checkbox"/> office <input type="checkbox"/> cell	
Designated Contact Name	Email		

## Section 2: Description of Grant

Term of this Grant Agreement (the "Term")	From	the date of Grant Recipient's signature to this agreement	to	<b>9/30/22</b>
Amount of Working Together Grant	\$	(U.S dollars)		(the "Grant")
Conditions to Receive Payment:	<p>To qualify for the Grant funds, Grant Recipient must have met each of the following conditions:</p> <ul style="list-style-type: none"> <li>▶ Reviewed, signed, and returned this Working Together Grant Agreement by <b>3/10/2022</b>; and</li> <li>▶ Returned a completed ACH Payment form to Energy Trust within three business days of receipt. You should receive a copy of this form via email, from Energy Trust Accounts Payable within three days. If you do not, please contact us.</li> </ul> <p>Energy Trust will remit payment, via ACH, following its receipt of all required documentation listed above and within thirty (30) days from the deadline listed above.</p>			
Permitted Purposes:	<p>The Grant shall be used by Grant Recipient towards completing the following activities by <b>September 30, 2022</b> (the "Permitted Purposes"):</p> <ul style="list-style-type: none"> <li>▶ Successfully completing the Project Proposal activities as proposed in your submitted and accepted application, which Project Proposal is fully incorporated into this agreement by this reference</li> <li>▶ Preparation and delivery of a required Project Report, in an Energy Trust-provided template, summarizing your completed Working Together Grant-funded activities and Grant fund expenditures.</li> </ul>			

## Section 3: Terms and Conditions

**A. Form of Grant and Duties of Grant Recipient:** Energy Trust will pay the Grant amount listed in Section 2 above to Grant Recipient in accordance with the Conditions to Receive Payment listed in Section 2. If Grant Recipient does not complete all required Project Proposal activities and other Permitted Purposes as set forth in Section 2 in accordance with this agreement by **August 31, 2022**, it will advise Energy Trust and determine alternative purposes or reimburse remaining funds to Energy Trust. Should Grant Recipient fail to advise Energy Trust as described, its eligibility for other potential Work Together grant funding opportunities that Energy Trust offers may be affected. This agreement is personal to the parties and cannot be assigned by either party without the consent of the other. Grant Recipient agrees to use the Grant exclusively towards completing the Permitted Purposes during the Term of this agreement and will maintain books and records of the Grant expenditures and make those available for Energy Trust review upon request.

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B. Termination; Survival of Terms: This agreement will be effective for the Term, unless terminated earlier in accordance with this provision. Energy Trust may terminate this agreement immediately and recover any unspent or improperly spent Grant funds upon written notice delivered to Grant Recipient in the event Grant Recipient fails to comply with any provision of this agreement as determined by Energy Trust in its sole discretion. Sections C, D, E, F, G, I and any other provisions of this agreement which by their nature extend beyond the term of this Grant Agreement shall survive termination of this agreement.

C. Use of Name: Grant Recipient hereby grants to Energy Trust permission to publicly identify and describe, in print, digital, electronic or any other format or medium now known or hereafter discovered, Grant Recipient and Grant Recipient's Project Proposal as an Energy Trust Working Together Grant recipient. If Grant Recipient will include a statement to indicate that Grant Recipient's Project Proposal is an Energy Trust Working Together Grant recipient. Energy Trust will supply pre-approved statements for the Grant Recipient's use in communications about the grant.

D. Compliance with Laws; No Lobbying: Grant Recipient shall perform the Project Proposal activities and all other Permitted Purposes in compliance with all applicable laws, regulations, codes and standards. Grant Recipient shall not use any portion of the Grants funding for the purposes of lobbying or any political activity.

E. Limitation of Liability: Grant Recipient assumes the risk of any loss or damage it may suffer in connection with its Project Proposal activities. Energy Trust is not responsible for any tax liability which may be imposed on Grant Recipient as a result of its receipt of any Grant funds. Energy Trust's liability to Grant Recipient in connection with this agreement shall be limited to the Grant funds amount. In no event will Energy Trust be liable to Grant Recipient for any other damages, whether characterized as general, special, direct, indirect, punitive, consequential or otherwise.

F. Relationship of the Parties; Governing Law and Jurisdiction: This agreement is not intended to form a partnership or joint venture between Grant Recipient and Energy Trust. Any disputes arising in connection with this agreement will be governed by applicable Oregon law, without reference to its principles of conflict of law. The exclusive jurisdiction for resolution of such disputes will be Oregon.

G. Integration and Amendment; Severability: This agreement supersedes all other agreements between the parties regarding the particular subject matter of this agreement, and contains their entire understanding as to its particular subject matter. This agreement may not be amended or modified except by a written instrument duly executed by authorized representatives of the parties. This agreement will not be varied, supplemented, qualified or interpreted by any prior course of dealing between the parties or by any usage of trade. Should any provision of this agreement be held by a tribunal of competent jurisdiction to be invalid or unenforceable, the remainder of the agreement will remain in full force and effect.

H. Notices: Any notice which either party is required or may desire to serve upon the other party must be in writing. Notice must be served by email and (i) by personal delivery, or (ii) by depositing the same in the United States mail or with a reputable overnight delivery service (with confirmed delivery, charge prepaid or billed to shipper). Notices will be deemed effective on confirmation of successful email transmission. Notices for Grant Recipient will be addressed as shown in Section 1. Notices for Energy Trust will be addressed as shown in the footer of this agreement.

I. Authority: Each of the individuals signing below represents and warrants that he or she has been properly authorized by his or her respective organization to enter into this agreement and that by their signatures each of the parties does intend and is hereby legally bound under the terms of this agreement.

EXECUTED on the dates indicated below:

ENERGY TRUST:

Signature: \_\_\_\_\_
Print Name: \_\_\_\_\_
Title: \_\_\_\_\_
Date: \_\_\_\_\_

GRANT RECIPIENT:

Signature: \_\_\_\_\_
Print Name: \_\_\_\_\_
Title: \_\_\_\_\_
Date: \_\_\_\_\_

For Energy Trust Program Use Only

Contract Number:
GL Code: Contract Number: