

Internship Grant Application

New Buildings | 2023 Net Zero Emerging Leaders Internship Grant

BACKGROUND & OVERVIEW

Energy Trust of Oregon’s 2023 Net Zero Emerging Leaders Internship Grant makes funds available to select architecture and engineering firms, serving Oregon. The funds support these firms to hire and pay student interns to help them meet and track progress towards the firm’s American Institute of Architects (AIA) 2030 Commitment. This includes tracking and reporting project activity through AIA’s Design Data Exchange (DDx) platform.

The Net Zero Emerging Leaders Internship Grant goals include:

- Assist architecture and engineering firms to gain additional insights on the energy performance of their building designs
- Motivate more Oregon architecture and engineering firms to sign the AIA 2030 Commitment
- Enable architecture and engineering firms to establish an AIA 2030 Commitment reporting infrastructure and resources for reporting across a portfolio of projects
- Promote career development for emerging architecture and engineer professionals with a focus on net-zero building design practices and real-world experience
- Encourage firms to use a diversity, equity and inclusion lens when screening applicants such that students with limited career advancement opportunities, or from demographics disproportionately represented in the field, may be weighted differently

Energy Trust intends to award up to five grants, of \$8,000 each, to help selected architecture and engineering firms to cover costs associated with implementing a paid internship from January 2023 through April 2023 to align with the AIA 2030 Commitment reporting schedule. To apply, the firm must be located in or designing buildings in Oregon and must be an AIA 2030 Commitment signatory by the grant application deadline. Firms that received previous Net Zero Emerging Leaders Internship grant funding are welcome to apply, however, Energy Trust will prioritize first-year applicants, new AIA 2030 Commitment signatories and firms who have not yet entered projects into the DDx platform. See additional information below.

APPLICATION REVIEW AND SELECTION PROCESS

To apply, interested firms must submit an application, addressing all information in the **Grant Application Submittal Materials** section below, by **August 19, 2022**. Complete grant applications will be reviewed and evaluated by an Energy Trust New Buildings review team.

The selected architecture and engineering firm(s) will be required to sign a written grant agreement with Energy Trust that details the terms and conditions for the grant funding. A sample grant agreement is provided below. No award will be considered a commitment, and no obligations or legal relations shall exist between Energy Trust and any selected applicant until a final and binding written contract has been executed by and between Energy Trust and such selected applicant. Prolonged contract negotiations will not be undertaken; if it appears that contracting negotiations are not proceeding in a timely manner, Energy Trust may opt to terminate the discussions and select another applicant. Any party involved in these contracting discussions can terminate negotiations at any time and for any reason.

Timeline

The 2023 Net Zero Emerging Leaders Internship Grant opportunity will follow the schedule below, with potential modifications by Energy Trust:

- | | |
|--------------------------|--|
| • April 1, 2022 | Application opens |
| • August 19, 2022 | Application closes |
| • September/October 2022 | Selection decisions, grant award notifications and contracting |
| • November/December 2022 | Grantee firms hire interns |
| • January 2023 | Internships begin |
| • April 2023 | Internships end |

Energy Trust of Oregon – New Buildings

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 1.877.467.0930 **telephone** 503.961.7642 **fax**
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GRANT EXPECTATIONS & CONSIDERATIONS

Energy Trust will not play any role in a firm's selection or hiring of any intern associated with the Net Zero Emerging Leaders Internship Grant. Grant recipient firms will be solely responsible for hiring and supervising their paid intern, in conformance with all applicable laws and regulations, including without limitation all wage and hour laws.

The following Net Zero Emerging Leaders Internship Grant requirements are provided for consideration during the grant application process:

- The Net Zero Emerging Leaders Internship Grant opportunity is designed to provide career development opportunities for students pursuing a bachelors or master's degree in architecture or engineering. The students may be from anywhere in the country and do not have to reside or study in Oregon.
- The approximately 12-week internship, that is the subject of Energy Trust's Net Zero Emerging Leaders Internship Grant opportunity, must begin in January 2023, which is designed to align with both the winter term for students and the March 31, 2023 DDx portfolio submission due date, and end with a presentation at a New Buildings' hosted event in April 2023.
- Energy Trust expects that a grantee firm's Net Zero Emerging Leaders Intern would work a minimum of 120 hours, approximately 10-15 hours per week, over the course of the internship. Work would be conducted under the supervision of a firm mentor on tasks associated with the firm's Oregon project portfolio and AIA 2030 Commitment.
- The Net Zero Emerging Leaders Internship Grant requires that the firm provide its intern with opportunities to develop familiarity with the firm's projects and AIA 2030 Commitment, by directly assisting with entries and updates of the firm's portfolio of Oregon projects into the DDx database for inclusion in the AIA annual report. Other tasks might include assisting the firm in drawing conclusions from data to inform the future design practices or creating and quantifying sustainability metrics around company goals as encouraged by the DDx Sustainability Action Plan requirement.
- Energy Trust may facilitate 1-2 opportunities for Net Zero Emerging Leaders Intern to meet with other interns to discuss their experience, and promote cross learning, and expects grantee firms to support that activity as part of the internship.
- Grantee firms must support their interns to prepare and deliver a presentation on the results of their Net Zero Emerging Leaders Internship. Energy Trust New Buildings will host this event in in April 2023.
- Energy Trust Net Zero Emerging Leaders Internship Grant funds will be dispersed to the grantee firm upon completion of all grant deliverables. Among other things, firms must show that their intern was employed and paid for their work and worked at least 120 hours during the internship, that the firm entered the full portfolio of Oregon projects into the DDx database by the March 31, 2023 due date, and that their intern presented at the April 2023 event.
- All grantee firms and their interns will be asked to complete a survey about the experience to help inform Energy Trust's Net Zero Emerging Leaders Grant offering in the future.

GRANT APPLICATION SUBMITTAL MATERIALS

Submit applications, by **August 19, 2022**, to newbuildings@energytrust.org as a single, combined PDF with 12-point font, and one-inch margins. Include "Net Zero Emerging Leaders Internship Grant Application" in both the email subject line and in the document.

Applications must include:

- Name and contact information for applicant architecture or engineering firm
- Grant amount requested, not to exceed \$8,000
- Date that the firm signed the AIA 2030 Commitment
- Whether the firm committed to reporting data in AIA's Design Data Exchange (DDx)
 - Number and percentage of projects reported in 2022 for the 2021 reporting year. If no projects were reported, please explain why.
- Number of firm's active 2022 projects located in Oregon
 - Percentage this represents of firm's total 2022 active project work
- Confirmation if energy efficiency goals are part of the firm's Sustainability Action Plan created as part of the 2030 Commitment
 - If yes, whether the firm consults those goals as part of the design process

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- Description of any diversity, equity and inclusion hiring practices, goals or strategies
 - How the firm encourages and supports diverse perspectives so that future building designs may more effectively meet the needs of all Oregonians (one paragraph or less)
- How the firm would use this grant opportunity (one page or less)
 - Address challenges or obstacles that have prevented the firm from reporting its portfolio in DDx.
 - Describe the criteria that the firm would use, if selected, to hire a paid intern.
 - Describe the proposed internship management plan for supervising, training and evaluating the intern to provide the tools and resources necessary to successfully report project information in the DDx database.
 - List the types of AIA 2030 Commitment tasks the intern will be expected to perform including DDx reporting and creating or supporting an internal infrastructure to streamline the reporting process for future projects.
 - Provide anticipated costs for employing the intern during the internship, including the hours per week the intern would be expected to work and administrative costs if applicable. Total costs should equal the requested grant amount, not to exceed \$8,000.

GOVERNING TERMS AND CONDITIONS

By submitting a grant application, applicant represents that it is authorized to submit the application materials, all information provided in the application is true and correct, and applicant explicitly agrees to and accepts the governing provisions as set forth below and elsewhere in this document:

All materials submitted in response to this application shall become the property of Energy Trust and shall not be returned to the applicant. This application does not constitute an offer to enter into a contract with Energy Trust, nor does it commit Energy Trust to enter into a contract or similar undertaking with applicant. Energy Trust is not bound to enter into a contract with any qualified applicant. Energy Trust reserves the right to suspend or modify the terms of this application or application process at any time in its sole discretion. This includes without limitation the right to cancel or revise this application at any time, vary any timetable or schedule, add or change any application provision discussed herein, waive any nonconformity in submissions received, accept or reject any or all of the items in the submission, or award any ultimate contract in whole or in part as it is deemed in Energy Trust's best interest. No verbal agreement or conversation made or had at any time with any officer, agent, or employee of Energy Trust, nor any oral representation by such party shall add to, detract from, affect or modify the terms of the application, unless specifically included in a written addendum to this application issued by Energy Trust.

Applicant is solely responsible for its own expenses in preparing an application and for any subsequent negotiations. Energy Trust will not be liable to any applicant for any claims, whether for costs or damages incurred by the applicant in preparing the response, loss of anticipated profit in connection with any final contract, or any other matter whatsoever. Applicant waives any right it may have to bring any claim, whether in damages or equity, against Energy Trust, Energy Trust Board of Directors or any of Energy Trust's agents, employees or contractors, with respect to any matter arising out of any process associated with this application.

FOR MORE INFORMATION

Please visit <https://www.energytrust.org/netzerogrants> or call 1.877.467.0930.

APPENDIX A: SAMPLE DRAFT GRANT AGREEMENT

SAMPLE DRAFT ONLY: This sample draft form of agreement is not an offer and is not meant to create any enforceable obligation. This sample contains a list of standard terms and conditions frequently included in our grant agreements; it is not an exhaustive list and is subject to change. This sample is provided for informational purposes only and does not imply an award, agreement, or offer to contract.

NET ZERO LEADERS EMERGING INTERNSHIP GRANT AGREEMENT

SAMPLE DRAFT ONLY

This Net Zero Emerging Leaders Internship Grant Agreement ("Agreement" or "Grant Agreement") is between Energy Trust of Oregon, Inc., an Oregon not-for-profit corporation ("Energy Trust") and [INSERT NAME] (the "Grantee"). Energy Trust and Grantee are also referred to individually in this Grant Agreement as a "Party" and collectively as "Parties".

A. Background: Energy Trust of Oregon's 2023 Net Zero Emerging Leaders Internship Grant opportunity provides grant funding to a limited number of selected architecture and engineering firms, serving Oregon, in support of such firms' paid student internships. The grant funds will support internship work that helps the firm meet and track their progress towards tasks related to the firm's American Institute of Architects (AIA) 2030 Commitment, including tracking and reporting project activity through AIA's Design Data Exchange (DDx) platform.

Grantee submitted a Net Zero Emerging Leaders Internship Grant Application to Energy Trust seeking funding in support of Grantee's proposed internship. Energy Trust selected Grantee to receive the Net Zero Emerging Leaders Internship Grant(s), in support of Grantee's proposed internship(s), as set forth in this Grant Agreement.

B. Form of Grant and Duties of Grantee:

1. Energy Trust agrees to provide Grantee up to two grants (the "Grant(s)") of [_____] dollars (\$[____]) each, payable as set forth in **Exhibit A** which is attached and fully incorporated into this Grant Agreement by this reference.
2. Grantee shall provide Energy Trust with a completed **IRS Form W9**.
3. The Grant(s) shall be used by Grantee exclusively towards the activities as set forth in **Exhibit A** (collectively, the "Permitted Purposes").
4. Books and records of the Grant(s) expenditures must be maintained and made available for inspection by Energy Trust should it so desire.
5. Any portion of the Grant(s) not used for the Permitted Purposes, unless prior written approval has been obtained for any significant variance, shall be repaid by Grantee to Energy Trust.

C. Term and Termination: This Grant Agreement is effective from the date of the last party's signature hereto through [____], unless terminated earlier in accordance with **Section E** below.

D. Payment Procedures: Energy Trust will pay the Grant(s) to Grantee as indicated in the Payment Schedule set forth in **Exhibit A**. Grantee shall submit to Energy Trust via email, at newbuildings@energytrust.org, with copy to: accountspayable@energytrust.org, all documentation as detailed in **Exhibit A** confirming that it has met requirements to request Grant funds payments. Grantee shall include a reference to the assigned Contract Number of this Grant Agreement on all such submitted documentation for each grant. Energy Trust will remit payment within thirty (30) days of receipt of all required documentation. Such payment shall be conditioned upon Energy Trust's determination, in its sole discretion, that no conditions exist that would warrant termination of this Grant Agreement.

E. Termination and Survival of Terms: During the term, Grantee will notify Energy Trust within 24 hours if at any point it determines to cancel the internship(s) early such that it will no longer qualify for the Grant(s) funds. Energy Trust may terminate this Grant Agreement immediately upon written notice delivered to Grantee in the event Grantee fails to comply with any provision of this Grant Agreement as determined by Energy Trust in its sole discretion. **Sections E, F, G, I, J, K** and any other provisions of this Grant Agreement which by their nature extend beyond the term of this Grant Agreement shall survive termination of this Grant Agreement.

F. Compliance with Laws: Grantee shall comply with all laws and certifies that it has and shall maintain all appropriate licenses, registrations, and certifications for the work it performs.

G. Marketing and Media Consent: Grantee hereby grants Energy Trust and its authorized representatives permission to publicly identify Grantee and Grantee's intern(s) by name as an Energy Trust Net Zero Emerging Leaders Internship Grant recipient across all earned, owned and paid media channels, including but not limited to print, broadcast, and digital. Grantee also agrees to work with Energy Trust to promote the Net Zero Emerging Leaders Grants and resulting work. This may include but is not limited to conducting interviews or providing quotes for media content.

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Lastly, Grantee agrees to acknowledge Energy Trust's Grant contribution in public statements regarding the Net Zero Emerging Leaders Internship in accordance with communication guidelines to be provided by Energy Trust.

H. Data: Grantee agrees to provide Energy Trust with requested non-confidential comparative data and information about its Net Zero Emerging Leaders Internship AIA 2030 Commitment reporting experience (for example, number of projects or hours spent), compared to reporting years without Grant funds support.

I. 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. Notice must be addressed as shown below, unless a different address is designated in writing by the receiving party.

If to Energy Trust:

Energy Trust of Oregon, Inc.
421 SW Oak Street, Suite 300
Portland, Oregon 97204
Attn: Legal/Contracts
Phone: 503.493.8888
Email: legal@energytrust.org

If to Grantee:

Attn:
Phone:
Email:

J. Relationship of Parties: This Grant Agreement is not intended to form a partnership or joint venture between Grantee and Energy Trust. Grantee and any person or entity performing services on Grantee's behalf, including but not limited to Grantee's employees, interns, agents, affiliates, subsidiaries, and subcontractors (collectively "Grantee Personnel") are and will be either independent contractors of Grantee or Grantee's employees, and are not employees or agents of Energy Trust. Grantee is solely responsible for payment of compensation to Grantee Personnel and will withhold and timely pay to appropriate authorities all taxes, contributions, and assessments imposed or required under all laws with respect to payments made to Grantee Personnel.

K. Indemnification: Grantee will indemnify and defend the Energy Trust and its directors, officers, employees, agents, representatives, and affiliates (the "Energy Trust Indemnified Parties") and hold them harmless from and against any and all losses, liabilities, damages, claims, suits, actions, judgments, assessments, costs and expenses, including without limitation interest, penalties, attorney fees, any and all expenses incurred in investigating, preparing, or defending against any litigation, commenced or threatened, or any claim whatsoever, and any and all amounts paid in settlement of any claim or litigation asserted against, imposed on, or incurred or suffered by any of them, directly or indirectly, as a result of or arising from the negligent or wrongful acts or omissions of Grantee, from any breach of this Grant Agreement by Grantee, or from any finding, judgment or other determination or settlement whereby Energy Trust is deemed or considered to be the employer of Grantee, Grantee's intern, or any other Grantee Personnel.

Limitation of Liability: Energy Trust is not responsible for any tax liability which may be imposed on Grantee as a result of any Grant funds. **Energy Trust's liability to Grantee in connection with this Grant Agreement shall be limited to any amounts owed Grantee under this Grant Agreement. In no event will Energy Trust be liable to Grantee for any other damages, whether characterized as general, special, direct, indirect, punitive, consequential or otherwise.**

M. Governing Law and Jurisdiction: Any disputes arising in connection with this Grant Agreement will be governed by Oregon law, without reference to its principles of conflict of law. The exclusive jurisdiction for resolution of such disputes will be Oregon.

N. No Third Party Beneficiaries: This Grant Agreement is made and entered into for the sole purpose and legal benefit of the parties, and no other person shall be a direct or indirect legal beneficiary of, or have any direct or indirect cause of action or claim in connection with, this Grant Agreement.

O. Severability: Should any provision of this Grant Agreement be held by a tribunal of competent jurisdiction to be invalid or unenforceable, the remainder of the Grant Agreement will remain in full force and effect.

P. Integration and Amendment: This Grant Agreement supersedes all other agreements between the parties regarding the particular subject matter of this Grant Agreement, and contains their entire understanding as to its particular subject matter. This Grant Agreement may not be amended or modified except by a written instrument duly executed by authorized representatives of the parties. This Grant Agreement will not be varied, supplemented, qualified or interpreted by any prior course of dealing between the parties or by any usage of trade.

Q. 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 Grant Agreement and that by their signatures each of the parties does intend and is hereby legally bound under the terms of this Grant Agreement.

EXECUTED by the parties on the dates indicated below.

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ENERGY TRUST:

Energy Trust of Oregon, Inc.

GRANTEE:

By: _____
Print name _____
Title: _____
Date: _____

By: _____
Print name _____
Title: _____
Date: _____

Attachments: *Exhibit A, Grant Internship Activities Plan and Grant Payment Schedule*

SAMPLE