New Buildings I Net Zero Fellowship



OVERVIEW

Energy Trust of Oregon seeks proposals for its Net Zero Fellowship from qualified individuals or firms with an interest in advancing net-zero energy commercial buildings through new research. Energy Trust intends to award up to two fellowship grants, of up to \$60,000 each, to support net-zero energy research conducted over approximately 12 months.

The Net Zero Fellowship aims to address technological, financial, social, and other market barriers to net-zero buildings and to grow the community of practitioners advancing commercial net-zero energy design and construction in Oregon and/or Washington. Selected fellow(s) will work closely with Energy Trust staff and its Net Zero Advisory Panel and will share research results in person and virtually.

Energy Trust is an innovative, independent nonprofit, dedicated to helping electric and natural gas utility customers in Oregon save energy and generate renewable power. Information about Energy Trust's strategic action plans, policies and programs are available at energytrust.org/about. For more information about past Net Zero Fellowship recipients, visit energytrust.org/netzerogrants.

ELIGIBILITY CRITERIA

Applicant must be registered to do business in Oregon or Washington and have a history of work in at least one of these two states. Research must be relevant to these states; however, the fellow is not required to be a resident. Fellows must be available to share research with an Oregon and Washington audience, as well as meet with advisors or Energy Trust as necessary. Applicants may come from any background related to the commercial building industry including community development, urban planning, architecture, engineering, construction, facility management, public policy, or academia.

Application and Selection Process

To apply, interested individuals or companies should complete and submit all required application materials (see below) to newbuildings@energytrust.org by June 2, 2023. Complete application submissions will be reviewed and evaluated by the Net Zero Advisory Panel of regional leaders with expertise in the commercial design and construction industry. Top applicants will be asked to respond to follow up questions from the Advisory Panel to inform final selection.

Applications will be evaluated for overall strength and comprehensiveness, including but not limited to the proposed topic's relevance to commercial net zero energy advancement in Oregon or Washington, Energy Trust's diversity, equity, and inclusion goals, quality of the research topic, applicant's experience and capacity to conduct research, the topic's potential contribution to greater market advancement, and any other criteria which Energy Trust deems relevant.

Contracting and Allocation of Grant Funding

Selected applicant(s) would sign a written grant agreement with Energy Trust that details the terms and conditions for the fellowship grant funding (see sample in **Appendix A**). 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 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.

SCHEDULE

The anticipated timeline is as follows, with potential modifications by Energy Trust:

Application open	February 7 - June 2, 2023
Optional attendance at fellowship informational session	March 16, 2023 (10-11 am)
Applications due to Energy Trust	June 2, 2023
Application review	June - July, 2023
Follow up questions issued to finalists	July 10, 2023
Responses from finalists due to Energy Trust	July 26, 2023
Fellowship award notification	September, 2023
Contracting completed and research begins	October - November, 2023

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FELLOWSHIP TOPICS OF INTEREST

While net-zero buildings have gained traction, widespread adoption requires new research. Energy Trust encourages research that examines barriers and multiple facets of net-zero design and construction especially in relation to how customers make decisions and how benefits accrue to communities that have previously received limited energy investments, such as rural areas, those with lower average incomes or that include people of color, and smaller projects. Topics of particular interest include:

- Cost-Benefit Studies Incremental costs and specific benefits to owners and occupants, including capital and operational costs and benefits associated with increased performance of net-zero energy buildings. Methods for identifying cost-effective solutions through life-cycle cost analysis.
- Benefits and Tools for Communities Support for people who have previously received limited energy investments to plan, develop and finance net zero buildings that strengthen Oregon and/or Washington communities. Identify benefits such as healthy indoor environments and low utility costs and how they impact financial feasibility.
- Greenhouse Gas Emissions Understanding the emissions impact of carbon and other refrigerants in the design and operations
 of net zero buildings and the potential tradeoffs between energy efficiency and emissions reductions in decision making.
- Carbon Emissions from Grid-Supplied Energy Understanding the real time, and fluctuating, emissions of grid-supplied energy given the dynamic nature of renewables and how these variations impact buildings with net zero carbon and energy goals.
- **Ventilation and Indoor Air Quality** Opportunities for improved health, resilience and energy savings from innovations in ventilation developed during the pandemic.
- Occupant Engagement Further understanding of how human interactions with high performance buildings, and their controls, are an essential part of the strategy for achieving net zero energy.
- Solar and Resilience The relationship between building performance, renewables and resilience, and specifically the technical
 and financial solutions for strategies like solar plus storage, grid optimization and community driven solutions in places affected by
 natural disasters.

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APPLICATION REQUIREMENTS

Applications must address the content below with each section clearly labeled to correspond to the topic area. The total application shall not exceed 10 pages (excluding optional supplemental materials) with 11 or 12-inch font and one-inch margins. To be reviewed, the submitted application must include all required items below. Please send to newbuildings@energytrust.org as a single, combined PDF by end of day on **June 2, 2023.**

Topic Area	Requirements	Limitations
Contact Information	 Name of applicant business entity (that Energy Trust would be contracting with if applicant were selected) Name of key individual who would be leading the proposed research project, and relationship to applicant business entity named above Contact information including email, phone and address 	
Research Overview	 Title of proposed research project Concise summary of topic Goals and anticipated outcomes Why this research matters 	Maximum of one page.
Research Context	 Summarize current research landscape related to the proposed area of study, including information already developed, examples of relevant literature and sources for further study. Address relevance to Oregon and/or Washington. 	Maximum of one page.
Research Detail	 Scope of research How project will address net-zero energy industry challenges or market barriers Research approach and methodologies. Names and roles/responsibilities of any additional proposed research team members and explain unique value/qualifications they bring. Does the research lend itself to updates over time to keep it current? If so, is that something applicant intends to do? All deliverables or products associated with this work 	Maximum of three pages of text. Up to three relevant images may be included in addition to text.
Schedule and Budget	 Schedule for research and dissemination of results. Budget, including total funding requested and estimate of labor hours and direct expenses. 	Maximum of one page.
Diversity, Equity and Inclusion	 How does the research support Energy Trust's Strategic Plan and Diversity, Equity, and Inclusion Plan and specifically benefit communities that have previously received limited energy investments? How will the research advance diversity, equity and inclusion within the commercial design and construction industry? Is the applicant business woman, minority, or service-disabled veteran owned? If so, is it certified by a State office such as Oregon's Certification Office for Business Inclusion and Diversity (COBID)? Has applicant received any other state or federal certifications, awards or recognition for organizational policies and practices relating to diversity, equity, inclusion? 	Maximum of one page.
Dissemination Plan	 How will research results be shared? (Energy Trust expects to publish documents online and provide assistance planning events or webinars) How will results reach communities/audiences that have the most to gain from them? (i.e. cohosted presentation events with specific organizations) 	Maximum of one page.
Qualifications	 What specific qualifications, training or experiences make the key researcher a strong candidate? What is the individual and firm's history of work in Oregon and/or Washington? Professional and community affiliation(s) Relevant work history and/or disciplinary field(s) Educational background Honors, awards and/or publications 	Maximum of two pages, which may include resume.
Supplemental Materials	Include optional supplemental materials, such as articles, designs, renderings, plans, speeches or other items that demonstrate capabilities to do this work.	Optional. Maximum of 25 pages.

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GOVERNING TERMS AND CONDITIONS

By submitting an 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 energytrust.org/netzerogrants or call 1.877.467.0930.

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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 FELLOWSHIP GRANT AGREEMENT

SAMPLE DRAFT ONLY

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

A. <u>Background</u>: Energy Trust's Net Zero Fellowship ("NZF") aims to support research addressing market, technological or policy barriers to net zero buildings and to grow the community of practitioners advancing net zero energy design and construction in Oregon or Washington.

Net Zero Fellow submitted an NZF application to Energy Trust seeking funding in support of Net Zero Fellow's proposed research plan. Following review by its Net Zero Advisory Panel, Energy Trust selected Net Zero Fellow to receive an NZF grant in support of Net Zero Fellow's research as set forth in this Grant Agreement.

B. Form of Grant and Duties of Net Zero Fellow

- 1. Energy Trust agrees to provide Net Zero Fellow a grant of \$[INSERT DOLLAR AMOUNT] (the "Grant") payable in increments as set forth more specifically in *Exhibit A* which is attached and fully incorporated into this Grant Agreement by this reference.
 - 2. Net Zero Fellow shall provide Energy Trust with a completed IRS Form W9.
- 3. The Grant shall be used by Net Zero Fellow exclusively towards the NZF research activities as set forth in *Exhibit A* (collectively, the "Permitted Purposes").
 - 4. Books and records of the Grant expenditures must be maintained and made available for inspection by Energy Trust should it so desire.
- 5. Any portion of the Grant not used for the Permitted Purposes, unless prior written approval has been obtained for any significant variance, shall be repaid by Net Zero Fellow to Energy Trust.
- C. <u>Term and Termination</u>: This Grant Agreement is effective from [INSERT DATE], until [INSERT DATE] unless terminated earlier in accordance with **Section F** below.
- D. Payment Procedures: Energy Trust will pay the Grant to Net Zero Fellow in installments as indicated in the Payment Schedule set forth in Exhibit A. Net Zero Fellow shall submit an invoice for payment and all required accompanying documentation for each installment, consistent with the Payment Schedule, to Energy Trust via email, at newbuildings@energytrust.org, with copy to: accountspayable@energytrust.org. Each submitted payment request must include a reference to the assigned Contract Number of this Grant Agreement and associated Exhibit A task. Energy Trust will remit payment within thirty (30) days of receipt of all required documentation. Such installment payments shall be conditioned upon Energy Trust's determination, in its sole discretion, that (i) any portion of the Grant funds previously provided to Net Zero Fellow have been used only for Permitted Purposes; and (ii) no conditions exist that would warrant termination of this Grant Agreement and recovery of any unspent Grant funds pursuant to Section E of this Grant Agreement.
- E. <u>Termination and Survival of Terms</u>: Energy Trust may terminate this Grant Agreement immediately and recover any unspent or improperly spent Grant funds upon written notice delivered to Net Zero Fellow in the event Net Zero Fellow 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.

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F. Copyright License Agreement:

- 1. Net Zero Fellow hereby grants to Energy Trust the nonexclusive, worldwide, perpetual, irrevocable, royalty-free and sub-licensable right and license to use, reproduce, distribute, perform and display (publicly or otherwise), and prepare compilations and, subject to the last sentence of this *Section F.1* derivative works based upon, all or any portion of any copyrightable works submitted to Energy Trust by Net Zero Fellow in connection with Net Zero Fellow's *Exhibit A* work (whether developed alone or jointly with others) under this Grant Agreement, including without limitation, any literary works and any separate copyrightable works, (e.g. charts and graphs) incorporated therein ("Submissions"). Net Zero Fellow represents and warrants that (i) the Submissions are original and authored solely by Net Zero Fellow (ii) Net Zero Fellow has the right and authority to enter into this license agreement and to grant the rights granted in this license agreement; and (iii) provision of the Permitted Purposes and Submissions to Energy Trust will not violate rights of others, including rights relating to defamation, contract rights, copyrights, trade secret rights, patent rights of privacy or publicity. Energy Trust may distribute the Submissions in print, digital, electronic or any other format or medium now known or hereafter discovered. To the extent that Net Zero Fellow has any "moral rights" with respect to the Submissions, including any right of inspection or approval of the uses of any Submissions or any portions thereof, Net Zero Fellow agrees to waive and decline to assert such rights, and agrees that Energy Trust may reformat and otherwise modify the Submissions regardless of medium into which the Submissions may be modified and regardless of the effect of such modifications on the integrity of the Submissions; provided that Energy Trust may not modify the substantive content of the Submissions.
- Net Zero Fellow agrees not to reproduce, distribute, perform and display (publicly or otherwise) the Submissions prior to Energy Trust's publish date as indicated in *Exhibit A*.
- **G.** Marketing and Media Consent: Net Zero Fellow hereby grants Energy Trust and its authorized representatives permission to publicly identify, Net Zero Fellow by name as an Energy Trust Net Zero Fellowship recipient across all earned, owned and paid media channels, including but not limited to print, broadcast, and digital. Net Zero Fellow also agrees to work with Energy Trust to promote the research and resulting work. This may include but is not limited to conducting interviews or providing quotes for media content. Lastly, Net Zero Fellow agrees to acknowledge Energy Trust's Grant contribution in public statements regarding the Net Zero Fellowship in accordance with communication guidelines to be provided by Energy Trust.
- H. Notices: Notices required by this Grant Agreement will be deemed effective (i) if delivered personally, on receipt, (ii) if mailed, three business days after being mailed by U.S. certified mail, return receipt requested, (iii) if sent by facsimile, on generation by the transmitting machine of a confirmation of both successful transmission and receipt, or (iv) if emailed, on confirmation of both successful transmission and receipt. Notice will be given to the persons at the contact information listed below or to such other persons or contact information as may be designated by a party by notice pursuant to this provision.

If to Energy Trust:	If to Net Zero Fellow:
Energy Trust of Oregon, Inc.	
421 SW Oak Street, Suite 300	
Portland, Oregon 97204	
Attn: Legal/Contracts	Attn:
Phone:	Phone:
Email:	Email:

- I. Relationship of Parties: This Grant Agreement is not intended to form a partnership or joint venture between Net Zero Fellow and Energy Trust.
- J. Indemnification and Limitation of Liability: Net Zero Fellow 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 Net Zero Fellow, from any breach of this Grant Agreement by Net Zero Fellow, or from any finding, judgment or other determination or settlement whereby Energy Trust is deemed or considered to be the employer of Net Zero Fellow. Energy Trust is not responsible for any tax liability which may be imposed on the Participant as a result of any Grant Funds. Energy Trust's liability to Net Zero Fellow in connection with this Grant Agreement shall be limited to any amounts owed Net Zero Fellow under this Grant Agreement. In no event will Energy Trust be liable to Net Zero Fellow for any other damages, whether characterized as general, special, direct, indirect, punitive, consequential or otherwise.

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- K. <u>Governing Law and Jurisdiction</u>: 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.
- L. <u>Compliance with Laws; No Lobbying:</u> 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. Net Zero Fellow shall not use any portion of the Grant funds for the purposes of lobbying or any political activity.
- M. 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.
- N. <u>Severability</u>: 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.
- O. <u>Integration and Amendment</u>: 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.
- P. Confidentiality/Non-disclosure: [RESERVED]
- Q. <u>Authority</u>: 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 IN DUPLICATE on the dates indicated below.

ENERGY TRUST:	NET ZERO FELLOW:
ENERGY TRUST OF OREGON, INC.	[Insert Name]
Signature:	Signature:
Print Name:	Print Name:
Title:	Date:
Date:	

Exhibit A, Research Plan and NZF Grant Payment Schedule

Energy Trust of Oregon - New Buildings

100 SW Main Street, #1500, Portland, OR 97204 1.877.467.0930 *telephone* 503.961.7642 *fax* newbuildings@energytrust.org *email*

Attachments: