

New Buildings I 2024 Net Zero Emerging Leaders Internship Grant

### **OVERVIEW**

Energy Trust of Oregon's Net Zero Emerging Leaders Internship Grant makes funds available to select architecture and engineering firms that are working on Oregon projects. The funds support these firms to hire and pay student, or recent graduate, interns to help them meet and track progress towards the firm's American Institute of Architects' AIA 2030 Commitment, Carbon Leadership Forum's MEP 2040 Commitment, or Structural Engineering Institute's SE 2050 Commitment (each a "Commitment").

The Net Zero Emerging Leaders Internship goals include:

- Support firms to gain insights on the energy performance and operational and embodied carbon emissions of their buildings
- Motivate more firms, designing Oregon buildings, to sign AIA 2030, MEP 2040 and SE 2050 Commitments
- Enable firms to establish data collection and reporting infrastructure
- Promote career development for emerging professionals
- Encourage firms to use a Diversity Equity and Inclusion lens when recruiting and screening applicants

Energy Trust intends to award up to six grants, of \$8,000 each, to help selected firms to cover costs associated with implementing a paid internship from January 2024 through April 2024.

### **ELIGIBILITY CRITERIA**

To qualify, the firm must have Oregon projects, in design, that are eligible for Commitment reporting, and be registered in the Oregon Business Registry (if required). The firm must also be a Commitment signatory by the grant application deadline. Firms in nearby states that work on a high number of Oregon projects are encouraged to apply. Firms that received previous Net Zero Emerging Leaders Internship grants are welcome to apply, however, Energy Trust will prioritize first-year applicants, new Commitment signatories and firms that have not yet reported projects.

To apply, interested firms must submit an application, addressing all information in the **Grant Application Submittal Materials** section below, by **July 21**, **2023**. Completed 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.

### SCHEDULE

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

Application open	April 4 - July 21, 2023
Applications due to Energy Trust by 5 pm	July 21, 2023
Selection, award notification, and contracting	August/September, 2023
Intern recruitment by firms	September - December, 2023
Internship occurs	January - April, 2024

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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:

- Specific reporting and task requirements for each Commitment include:
  - AIA 2030 Report energy and operational carbon emissions for all eligible Oregon projects to the AIA DDx database by March 31, 2024. Interns may also work on the required Sustainability Action Plan as long as there is sufficient time for project reporting.
  - MEP 2040 Report operational carbon emissions for all eligible Oregon projects to AIA DDx database by March 31,2024.
     Provide a memo to Energy Trust reporting refrigerant emissions for those same projects over the same period. (Note: this memo is a workaround that may change as MEP 2040 refines its reporting mechanisms and given the potential that AIA DDx may ultimately accept refrigerant data.)
  - SE 2050 Report embodied carbon emissions for at least two (2) Oregon projects to the SE 2050 database by March 31, 2024. Interns may also work on the required Embodied Carbon Action Plan (ECAP) and related activities as long as there is sufficient time for project reporting. While the SE 2050 reporting deadline is based on enrollment date, NZELI grant recipients must complete reporting by March 31, 2024 to align with the other Commitment deadlines. (Note: SE 2050 requires signatories to annually report a minimum of two projects per office and/or minimum of five per firm so this grant would prioritize entry of a firm's Oregon projects.)
- The Grant opportunity is designed to provide career development opportunities for students or recent graduates. The intern may be located anywhere in the United States and does not have to reside or study in Oregon.
- The approximately 12-week internship must begin in January 2024 with reporting complete by end of March 2024. The internship ends with an intern presentation at an Energy Trust hosted event in April 2024.
- Energy Trust expects that a grantee firm's 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, MEP 2040, or SE 2050 Commitment requirements, as applicable.
- The Grant requires that the firm provide its intern with opportunities to develop familiarity with the firm's projects and the expectations of the Commitment by directly helping the firm meet those requirements. 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.
- Energy Trust may facilitate one to three opportunities for the firm mentors and interns to meet with mentors and interns at other grantee firms to discuss their experience and promote cross learning. Grantee firms are expected to support these convenings 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 April 2024.
- 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 reported the required Oregon projects by the March 31, 2024 due date, and that their intern presented at the April 2024 event.
- All grantee firms and their interns must complete a survey about the experience to help inform the Net Zero Emerging Leaders
  Grant offering in the future.

### **GRANT APPLICATION SUBMITTAL MATERIALS**

Submit applications, by **July 21, 2023**, to <a href="mailto:newbuildings@energytrust.org">newbuildings@energytrust.org</a> 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.

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Topic Area	Requirements	Limitations
Contact Information	<ul> <li>Name and contact information for applicant architecture or engineering firm.</li> <li>Proposed mentor and primary contact (if different).</li> </ul>	
General Info	<ul> <li>Firm size (gross revenue and number of employees).</li> <li>Whether the firm is registered with State of Oregon Corporation Division to do business in Oregon.</li> <li>Date that the firm signed the AIA 2030, MEP 2040, or SE 2050 Commitment.</li> <li>Number of firm's active projects located in Oregon AND percentage this represents of firm's total projects.</li> <li>Whether the firm has, to date, submitted plans and/or reporting data per Commitment requirements.</li> <li>Number and percentage of projects reported for last reporting year. If no projects were reported, please explain why.</li> <li>Grant amount requested, not to exceed \$8,000.</li> </ul>	Maximum of one page.
Internship Plan	Describe the criteria that the firm would use, if selected, to hire a paid intern.     Describe the proposed plan for supervising, training and evaluating the intern to provide the tools and resources necessary to successfully meet Commitment requirements.     List the types of AIA 2030, MEP 2040, or SE 2050 Commitment tasks the intern would be expected to perform including database reporting, creating or supporting an internal infrastructure to streamline reporting for future projects, and/or supporting Commitment action plans.	
Budget	Anticipated costs for employing the intern, 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.	
Diversity, Equity and Inclusion	<ul> <li>How the firm encourages and supports diverse perspectives so that future building designs may more effectively meet the needs of all Oregonians.</li> <li>If the applicant firm is woman-owned, minority-owned, or service-disabled veteran-owned business and if so whether it is certified as such by a government entity, such as the State of Oregon's Certification Office for Business Inclusion and Diversity (COBID).</li> <li>Approach to recruitment, selection and hiring.</li> </ul>	Maximum of two paragraphs.
Barriers	Challenges that have prevented the firm from developing its Action Plan and/or reporting projects.	Maximum of one paragraph.

#### **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/net-zero-emerging-leaders 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 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. <u>Background</u>: Energy Trust of Oregon's 2024 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, Carbon Leadership Forum's MEP 2040 Commitment, or Structural Engineering Institute's SE 2050 Commitment, as applicable.

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, in support of Grantee's proposed internship, as set forth in this Grant Agreement.

#### B. Form of Grant and Duties of Grantee:

1.	Energy Trust agrees to provide Grantee a grant of	dollars (the	"Grant"), payable as	s set forth in <i>Exhibit</i> A	<b>4</b> which is attached and fully
incorpora	ated into this Grant Agreement by this reference.				

- 2. Grantee shall provide Energy Trust with a completed IRS Form W9.
- 3. The Grant 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 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 Grantee to Energy Trust.
- C. <u>Term and Termination</u>: 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. <u>Payment Procedures</u>: Energy Trust will pay the Grant to Grantee as indicated in the Payment Schedule set forth in *Exhibit A*. Grantee shall submit to Energy Trust via email, at <u>newbuildings@energytrust.org</u>, with copy to: <u>accountspayable@energytrust.org</u>, 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. <u>Termination and Survival of Terms</u>: During the term, Grantee will notify Energy Trust within 24 hours if at any point it determines to cancel the internship early such that it will no longer qualify for the Grant 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; No Lobbying: 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. Grantee shall not use any portion of the Grant funds for the purposes of lobbying or any political activity.
- G. Marketing and Media Consent: Grantee hereby grants Energy Trust and its authorized representatives permission to publicly identify Grantee and Grantee's intern by name as an Energy Trust Net Zero Emerging Leaders Internship Grant recipient across all earned, owned and paid media channels.

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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. 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. <u>Data</u>: Grantee agrees to provide Energy Trust with requested non-confidential comparative data and information about its Net Zero Emerging Leaders Internship AIA 2030, MEP 2040, or SE 2050 Commitment, as applicable, reporting experience (for example, number of projects or hours spent), compared to reporting years without Grant funds support.
- I. <u>Notices</u>: 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. <u>Relationship of Parties</u>: 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 and Limitation of Liability: Grantee will indemnify and defend 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 or Grantee's intern or any other Grantee Personnel. 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.
- L. <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.
- 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. <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.

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EXECUTED by the parties on the dates indicated below.						
ENERGY TRUST:		GRANTEE:				
Energy Trust of Or	regon, Inc.					
Ву:		By:				
Print name		Print name				
Title:		Title:				
Date:		Date:				
Attachments: Ex	hibit A, Grant Internship Activities Plan and Gran	t Payment Schedule				

#### Exhibit A

### Grantee Internship Activities Plan and Grant Payment Schedule

- A. Goals. Energy Trust's goals for the 2023 Net Zero Emerging Leaders Internship Grant include:
  - Support firms to gain insights on the energy performance and operational and embodied carbon emissions of their buildings
  - Motivate more firms, designing Oregon buildings, to sign AIA 2030, MEP 2040 and SE 2050 Commitments
  - Enable firms to establish data collection and reporting infrastructure
  - Promote career development for emerging professionals
  - Encourage firms to use a Diversity Equity and Inclusion lens when recruiting and screening applicants
- **B.** <u>Grant Requirements and Grantee Activities</u>. Grantee's internship must meet the following requirements to receive Grant funding:
  - Grantee must be designing buildings located in Oregon and be an AIA 2030, MEP 2040, or SE 2050 Commitment signatory.
  - Grantee will be solely responsible for recruiting, selecting, hiring, and supervising Grantee's paid intern (the "intern") in
    compliance with all applicable laws and regulations, including without limitation wage and hour laws. Energy Trust will not play
    any role in Grantee's recruitment, selection, hiring, or supervising of any intern associated with the Net Zero Emerging Leaders
    Internship Grant.
  - Grantee's intern must be pursuing studies or be a recent graduate in a relevant field.
  - Grantee's approximately 12-week internship must be scheduled to begin in January 2024 and meet the March 31, 2024
    reporting deadline and end with a presentation at a New Buildings' hosted event in April 2024.
  - Grantee's Net Zero Emerging Leaders Internship Grant intern must work a minimum of 120 hours, approximately 10-15 hours
    per week, over the course of the internship under the supervision of Grantee's assigned mentor on tasks associated with the
    firm's Oregon project portfolio and AIA 2030, MEP 2040, or SE 2050 Commitment, as applicable.
  - The Net Zero Emerging Leaders Internship Grant requires that Grantee's internship provide its intern with opportunities to develop familiarity with the firm's projects and AIA 2030, MEP 2040, or SE 2050 Commitment, as applicable, by directly assisting with entries and updates of the firm's portfolio of Oregon projects into the relevant database by the March 31, 2024. Other tasks might include working on the firm's Sustainability Action Plan, assisting the firm with drawing conclusions from data to inform the future design practices, or creating and quantifying sustainability metrics around company goals.

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- Energy Trust may facilitate one to three opportunities for Net Zero Emerging Leaders Internship Grant interns and mentors to meet with other grantee firms interns and mentors to discuss their internships and promote cross learning. Grantee is expected to support that activity as part of the internship.
- Grantee's intern must prepare and deliver a joint presentation along with other Net Zero Emerging Leaders Internship Grant
  interns at an event hosted by Energy Trust New Buildings, in April 2024, on the results of their Net Zero Emerging Leaders
  Internship Grant internships. Grantee's assigned mentor will be responsible for reviewing and facilitating Grantee's intern
  presentation and will provide Energy Trust with opportunity to review and comment on the draft presentation prior to
  finalization.
- Grantee and its intern will be asked to complete a survey or interview on the grant opportunity and internship to help inform Energy Trust Net Zero Emerging Leaders Grant offering in the future.
- Grantee may be asked for non-confidential comparative data and information about its AIA 2030, MEP 2040, or SE 2050
  Commitment, as applicable, reporting experience (for example, number of projects or hours spent) compared to reporting
  years without Grant funds support.
- C. <u>Required Documentation to Request Grant Payment</u>. Within 45 days of completion of presentation by Grantee's intern at the Energy Trust New Buildings-hosted event to be held in April 2024, Grantee must provide Energy Trust with:
  - 1. Documentation of hours worked by intern (must show a minimum of 120 hours to meet Grant requirements) on the Net Zero Emerging Leaders Internship Grant activities for the duration of the internship,
  - 2. A signed confirmation certifying that Grantee entered all eligible Oregon projects for 2023 into the relevant database, according to commitment requirements, by the March 31, 2024 due date plus, if applicable and required, a memo documenting refrigerant emissions for MEP 2040 signatories,
  - 3. Payroll documentation identifying total funds paid to intern by Grantee, and
  - 4. An email from Energy Trust's New Buildings program management contractor confirming that it has reviewed all required information set forth in Section C (1) through (3) above and found it to be complete; and
  - 5. An invoice for the Grant funds amount of [ ] dollars.
- D. Grant Payment Schedule. Energy Trust will pay Grant funds directly to Grantee within 30 days of its receipt of all required documentation as listed above. Failure to provide all required documentation within the required time period may result in delay or withholding of payment.